GOVERNMENT OF MAHARASHTRA

PUBLIC WORKS DEPARTMENT

PUBLIC WORKS REGION, MUMBAI.

PUBLIC WORKS CIRCLE, RATNAGIRI.

PUBLIC WORKS DIVISION, KUDAL AT KANKAVALI

TENDER PAPERS

e-Tendering System

FOR THE WORK OF

CONSTRUCTION OF SAKAV AT PHANSGAON
MAHALAXMI MANDIR BAUDHAWADI VAHAL TAL
DEOGAD, DIST- SINDHUDURG.

Amount put to Tender : Rs. 28,93,216.00
Earnest Money Deposit : Rs. 29,000.00

http://pwd.maharashtra.etenders.in

EXECUTIVE ENGINEER
PUBLIC WORKS DIVISION, KUDAL AT KANKAVALI
As e-tender physical submission is not necessary.

NAME OF WORK :- CONSTRUCTION OF SAKAV AT PHANSGAON
MAHALAXMI MANDIR BAUDHAWADI VAHAL TAL DEOGAD,
DIST- SINDHUDURG.

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As e-tender physical submission is not necessary.  

Dy. E. E.

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GOVERNMENT OF MAHARASHTRA
PUBLIC WORKS DEPARTMENT

1) Name of Division : P. W. Division, Kudal at Kankavali.

2) Name of Work : CONSTRUCTION OF SAKAV AT PHANSGAON MAHALAXMI MANDIR BAUDHAWADI VAHAL TAL DEOGAD, DIST- SINDHUDURG.

3) Head of Account :

4) Agreement No. : B-1/

5) Reference to Sanction of Tender :

6) Name of Contractor :

7) Reference of Work Order :

8) Amount put to Tender : Rs. 28,93,216/-

9) Percentage ( Above/Below ) Accepted :

10) Amount of Accepted Tender : Rs.

11) Time stipulated for completion of work : 06 (Six) Calendar Months from the date of written order to start work, which includes the monsoon period.

12) Extension of Time Limit :

13) Compensation for Delay ( If any ) :

14) Actual Date of Completion :

15. Information about action taken against Contractor ( If any ) :

16) Certified that this original Agreement contains : Pages 01 to

Contractor No. of Corrections Executive Engineer
As e-tender physical submission is not necessary.  

Dy. E. E.

**DETAILS OF WORK**

**NAME OF WORK :** CONSTRUCTION OF SAKAV AT PHANSGAON MAHALAXMI MANDIR BAUDHAWADI VAHAL TAL DEOGAD, DIST- SINDHUDURG.

Estimated Cost put to tender  Rs. 28,93,216/-

Earnest Money  Rs. 29,000/-

The EMD amount shall be paid Online mode only. Exemption in EMD on basis of EMD exemption certificate is not allowed as per G. R. No. CAT/ 06/ 2014/ PC/ 242/ Bldg.-2/ Dated 24/02/2016. Total Security Deposit 4% (four percent) Rs. 1,16,000/- (50% in cash at the time of Agreement and 50% from R.A. bills). Time stipulated for completion is 06 (Six) Calendar Months which includes the monsoon period.

**TENDER SCHEDULE**

1) Cost of Tender Form : Rs. 1,000/-

2) Period for Downloading Tender Forms : From 03/10/2016 at 10.00 Hrs. Upto 17/10/2016 upto 23.00 hours.

3) Last date and time for online bid preparation and hash submission (technical and financial) : 20/10/2016 upto 23.00 Hours

4) Date and time for online bid data decryption and Re-encryption (technical and commercial) : From 21/10/2016 at 12.01 Hours To 23/10/2016 Upto 17.30 Hours

5) Registration class of Contractor : Class Vth–A and above

**TO BE FILLED BY THE CONTRACTOR**

I/We have quoted my/our offer in percentage rate in words as well as in figures. I/We further undertake to enter into contract in regular ‘B-1’ form in Public Works Department.

Name and signature of contractor / Power of Attorney holder with complete address.

Contractor  No. of Corrections  Executive Engineer
ई — निविदा संक्षिप्त जाहिरात

विभागांचे/कार्यालयांचे : कार्यकारी अभियंता, सार्वजनिक बांधकाम विभाग कृष्णगड मु. कणकवली नाव

ई निविदा मागण्याची सूचना : ई निविदा क्रमांक १५ सन २०१६-१७

कामाचे संक्षिप्त वर्णन : कार्यकारी अभियंता, सार्वजनिक बांधकाम विभाग कृष्णगड मु. कणकवली नांव येथील संपूर्ण संस्करणासाठी हे क्षेत्राचे विवरण दिले जात आहे.

कायमाचे संक्षिप्त वर्णन

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<td>सिंघुरून जिल्ह्यातील देवगड तालुक्यातील ३ कामे व कृष्णगड तालुक्यातील १ काम अशी रस्ते व पूर्ण बांधकाम करण्याची एकूण ४ कामे सदर निविदा सुचना मध्ये आहे.</td>
<td>प्रत्येको रुपये ५००/-</td>
<td>कार्यकारी अभियंता, सा. बं. विभाग कृष्णगड मु. कणकवली यांचे कायमलंबानी दिनांक २४/२०/२०१६ सो.सं. साली २०.०० वाजावो ते साप्ताहिक १७.३० बाजेरपल्ले माणस्ताक्षर उपस्थितीचे येतोल (साध ज्यासाठी)</td>
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1. निविदा कायदानवर तपस्यात यांनी http://socsube.maharashtra.etenders.in या संदर्भावर उपलब्ध आहे.
2. निविदकारणी सार्वजनिक व नागरिकांनाच्या रस्त्यात उपलब्ध व आपल्याच्या उपयोगासाठी म्हणून साजरे केला गेला आहे.
3. सिंघुरून जिल्ह्यातील देवगड तालुक्यातील ३ कामे व कृष्णगड तालुक्यातील १ काम अशी रस्ते व पूर्ण बांधकाम करण्याची एकूण ४ कामे सदर निविदा सुचना मध्ये आहे.
4. विभागांच्या सार्वजनिक व मालिकानसाठी निविदाकारणी दुरुस्ती क्रमांक ०२१३६-२३२१२४ राज्यांतील संपर्क साधला आहे.
5. आयुक्तांनी कालांतरीपर्यंत व पद - कार्यकारी अभियंता यांचे कार्यालय, सार्वजनिक बांधकाम विभाग कृष्णगड मु. कणकवली जिल्हा सिंघुरून फेफ्ड क्रमांक ०२१३६-२३२१२४ दरम्यान क्रमांक ०२१३६-२३२१२४ ई मंदळ पत्ता kudalkankavali.ee@mahapwd.com
6. निविदाचे जिल्ह्यातील मजुर सहकारींच्या संस्था यांनी अंतिमसंवत्सरी निविदा सादर करतो त्याचेकडून पासवर्क्यातील मजुर नंदिसाह अपलोक करणे अनधिकृत आहे. तसेच या विविध संदर्भांत ध.५०,०० लाख पर्यंतचे कामे पंतींचे असल्यास त्यांची मजुर सहकारी काम वापर सामने पासवर्क्यातील राष्ट्रीय असलेल्या कामांच्या निविदा प्रकट करून भाग घेतो. घंटल्यास ते अपलोक करणे सार्वजनिक व नागरिक विभागांनी कायमलंबानी योग्यता ती कार्यवारी करणे भाग पडेल. यांची क्रृत्रिम नं. नांद यांनी.
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<td>२५९३२१६/-</td>
<td>०६ महिने</td>
<td>१०००/-( ना-परतावा)</td>
<td>बर्ग-५ अ व व्यावहारिक</td>
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<tr>
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<td>कुंडळ मुळ्यातील अधिक पेढळ येंही टेंडार्स इंटरटेंडरं मध्ये बांधवाही समाप्त करणे</td>
<td>२४६२२२६/-</td>
<td>०६ महिने</td>
<td>१०००/-( ना-परतावा)</td>
<td>बर्ग-५ अ व व्यावहारिक</td>
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<td>लामबंध म्हणून अधिक काम अधिक करणे तात्त्यातांतर जलपण साधन विकल्प करणे ता.दंगाळ</td>
<td>१७६२४०२/-</td>
<td>०६ महिने</td>
<td>१०००/-( ना-परतावा)</td>
<td>बर्ग-५ अ व व्यावहारिक</td>
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<td>लिङ्गाळेला लागू होणारा मुळ्यातील काम कंट्रोल करणे इ.म. -१६९३ ते २/७५०</td>
<td>२३८५०२७/-</td>
<td>०६ महिने</td>
<td>१०००/-( ना-परतावा)</td>
<td>बर्ग-५ अ व व्यावहारिक</td>
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<tr>
<th>ई निविदा वेळापत्रक</th>
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</tbody>
</table>

प्रत्येक कामाचे वेळानुसार निविदासंबंधी वेळापत्रक येसारखे कायम राहीले जाणार आहे. अशा कार्यालयांनी निविदासंबंधी काळावधी, बाजारपैकित ताज्करण व आधिकारिक निविदा याचे सेल्फी केल्यास तयार केल्यास तपासून पडते. सिपुरुंग जिल्ह्यातील कमांडार ताजदंगाळ महाला मोडेर ताजदंगाळ महाला मोडेर तो बांधवाही बाहाऱार साध बांधणे.

हेंग (Hash) सादर करण्याचे दिनांक (ताज्करण व आधिकारिक निविदा अंतिम दिनांक व वेळ).

पत्र - १ सर्व पाणे/प्रमुख निविदाकर्तांनी निविदापत्रक डाउनलोड करण्यासाठी एकूण निविदा प्रक्रियेत भाग घेतलेली आहे. निविदासंबंधी सेल्फी केल्यास ताज्करण व आधिकारिक निविदा याचे सेल्फी केल्यास तपासून पडते. सिपुरुंग जिल्ह्यातील कमांडार ताजदंगाळ महाला मोडेर ताजदंगाळ महाला मोडेर तो बांधवाही बाहाऱार साध बांधणे.
GOVERNMENT OF MAHARASHTRA  
PUBLIC WORKS DEPARTMENT  
INVITATION FOR TENDERS  

DETAILED TENDER NOTICE  

NAME OF WORK :- CONSTRUCTION OF SAKAV AT PHANSGAON MAHALAXMI MANDIR BAUDHAWADI VAHAL TAL DEOGAD, DIST-SINDHUDURG.  

Online percentage rate tenders in 'B-1' Form are invited by the Executive Engineer, P. W. Division, Kudal at Kankavali for the following work from Contractors registered in appropriate class of the Public Works Department and Irrigation Department of Maharashtra State. The name of work, estimated cost, earnest money, security deposit, time limit for completion etc. are as under.  

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of work</th>
<th>Estimated Cost (Rupees)</th>
<th>Earnest Money (Rupees)</th>
<th>Security Deposit (Rupees)</th>
<th>Class of Contractor</th>
<th>Time limit in Tender (Calendar Months)</th>
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<tr>
<td>1</td>
<td>CONSTRUCTION OF SAKAV AT PHANSGAON MAHALAXMI MANDIR BAUDHAWADI VAHAL TAL DEOGAD, DIST-SINDHUDURG.</td>
<td>28,93,216/-</td>
<td>29,000/-</td>
<td>1,16,000/-</td>
<td>Class Vth–A and above</td>
<td>06 (Six) Calendar Months (including monsoon)</td>
</tr>
</tbody>
</table>

Tender form, conditions of contract, specifications and contract drawings can be downloaded from the eTendering portal of Public Works Department, Government of Maharashtra i.e. https://pwd.maharashtra.etenders.in after entering the details, payment of Rs. 1,000/- (Rupees One Thousand only) should be paid online using payment gateway. The fees of tender document will be non-refundable. Further information regarding the work can be obtained from the above office.

Contractor No. of Corrections Executive Engineer
As e-tender physical submission is not necessary.

Bids will be opened as per the Tender Schedule, in the presence of such intending Tenderers or his/ their authorized representatives who may be present at that time.

TENDERING PROCEDURE.

1.1 A. Blank Tender Forms.

Tender Forms can be purchased from the e-Tendering Portal of Public Works Department, Government of Maharashtra i.e. https://pwd.maharashtra.etenders.in after paying Tender Fees via online mode as per the Tender Schedule.

1.2.1 The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the Department, and this tender shall be unconditional. Conditional tenders will be summarily REJECTED.

1.2.2 All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non responsive. The tenderer should clearly mention in forwarding letter that his offer (in envelope No. 1 & 2) does not contain any condition, deviations from terms and conditions stipulated in the tender.

1.2.3 Tenderers should have valid class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to https://maharashtra.etenders.in/mah/DigitalCerti.asp and follow the procedure mentioned in the document ‘Procedure for application of Digital Certificate’.

1.2.4 The Tenderers have to make a payment of Rs. 1,058/- online as service charges for the use of Electronic Tendering during Online Bid Data Decryption and Re-encryption stage of the Tender.

1.2.5 For any assistance on the use of Electronic Tendering System, the Users may call the below numbers:

   Landline No. - 020 – 30187500
   e-mail - support.gom@nextenders.com

Contractor No. of Corrections Executive Engineer
1.2.6 Tenderers should install the Mandatory Components available on the Home Page of [https://maharashtra.etenders.in](https://maharashtra.etenders.in) under the section ‘Mandatory Components’ and make the necessary Browser Settings provided under section ‘Internet Explorer Settings’.

1.3 Guidelines to Bidders on the operations of Electronic Tendering System of Public Works Department.

https://pwd.maharashtra.etenders.in

A. Pre-requisites to participate in the Tenders processed by PWD:

1. **Enrolment and Empanelment of Contractors on Electronic Tendering System:**

   The Contractors interested in participating in the Tenders of Public Works Department process by using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain user ID.

   After submission of application for enrolment on the System, the application information shall be verified by the authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Vendor shall be approved.

   For participating in Limited and Restricted tenders the registered vendors have to apply for empanelment on the sub-portal of PWD in an appropriate class of registration. The empanelment will have to be approved by the respective officer from the PWD. Only empanelled vendors will be allowed to participate in such tenders.

   The Contractors may obtain the necessary information on the process of enrolment and empanelment either from Helpdesk Support team or may visit the information published under the link Enroll under section E-Tendering Toolkit for Bidders on the Home page of the Electronic Tendering System.

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<th>Contractor</th>
<th>No. of Corrections</th>
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2. **Obtaining a Digital Certificate:**

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Contractor transacting on the system.

The Digital Certificates are issued by an approved Certifying Authority Authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data / information and sign the hash value during the Bid Preparation and Hash Submission stage. In case during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorised User of a Partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize.) to use the digital certificate as per Indian Information Technology Act. 2000.
As e-tender physical submission is not necessary.

Unless the Digital Certificates revoked it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act 2000. The Digital Signature of this Authorized user will be binding on the Firm. It shall be the responsibility of partners of the firm to inform the certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorised User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorisation Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

For information of the Process of application for obtaining Digital Certificate, the Contractors may visit the section Digital Certificate on the Home Page of the Electronic Tendering System.

3. **Recommended Hardware and Internet Connectivity :**

   To operate on the Electronic Tendering System, the Contractors are recommended to use computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth.

4. **Set up of Computer System for executing the operations on the Electronic Tendering System :**

   To operate on the Electronic Tendering System of Government of Maharashtra, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section Mandatory Installation Components on the Home Page of the System.

   The utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the E-Tendering Toolkit for Bidders available online on the Home Page to understand the process of setting up the system. Or alternatively, contact the Helpdesk support Team on information / guidance on the process of setting up the System.

| Contractor | No. of Corrections | Executive Engineer |
5. **Payment for Service Provider Fees :**

In addition to the Tender Document Fees payable to PWD, the Contractors will have to pay Service Providers Fees of **Rs. 1,058/-** through online payments gateway service available on Electronic Tendering System. For the list of options for making online payments, the Contractors are advised to visit the link E-Payment Options under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.

B. **Steps to be followed by Contractors to participate in the e-Tenders processed by PWD.**

1. **Preparation of online Briefcase**

All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and submission stage.

In Case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single .pdf file of all the documents of same type or compress the documents in a single compressed file in **.zip or .rar** formats and upload the same.

It is mandatory to upload the documents using the briefcase facility. Therefore, the Contractors are advised to Keep the documents ready in the briefcase to ensure timely bid preparation.

**Note :** Uploading of documents in the briefcase does not mean that the documents are available to PWD at the time of tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation and Hash Submission stage as well as during Decryption and Re-encryption stage.

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2. **Online viewing of Detailed Notice Inviting Tenders:**

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by PWD on the home page of PWD e-Tendering Portal on https://pwd.maharashtra.etenders.in under the section Recent Online Tender.

3. **Download of Tender Documents:**

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents via online mode by filling the cost of Tender Form Fee.

4. **Online Bid Preparation and submission of bid Hash (seal) of Bids**

Bid preparation will start with the stage of EMD Payment which bidder has to pay online using any one online pay mode as RTGS, NEFT or payment gateway.

For EMD payment, If bidder use NEFT or RTGS then system will generate a challan (in two copies), with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment via net banking facility provided by bidder’s bank.

Bidder will have to validate the EMD payment as a last stage of bid preparation. If the payment is not realised with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in nonparticipation in the aforesaid eTender.

**Note:**
* Realisation of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT/RTGS payment activity should be completed well before time.
* NEFT/RTGS option will be depend on the amount of EMD.
* Help File regarding use of ePayment Gateway can be downloaded from eTendering portal.

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed Bid_hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of PWD. The templates may be either form based, extensible tables and / or uploadable documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data using the Digital Certificate.

In the Uploadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

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Notes:
  
a. The Contractors upload a single document or a compressed file containing multiple documents against each unloadable option.

b. The Hashes are the thumbprint of electronic data and are based on one-way algorithm. The Hashes establish the unique identity of Bid Data.

c. The Bid hash values are digitally signed using valid class II or Class III Digital Certificate issued by any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance.

d. After the hash value of bid is generated, the Contractors cannot make any change/addition in its bid data. The bidder may modify bids before the deadline for Bid Preparation and Hash Submission as per Time Schedule mentioned in the Tender documents.

e. This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

5. **Close for Bidding (Generation of super Hash Values):**

   After the expiry of the cut-off time of Bid Preparation and Hash Submission stage to be completed by the Contractors has lapsed, the Tender will be closed by the Tender Authority.

   The Tender Authority from PWD shall generate and digitally sign the Super Hash values (Seals).

6. **Decryption and Re-encryption of bids (submitting the Bids online):**

   After the time for generation of super hash values by the Tender Authority from PWD has lapsed, the Contractors have to make the online payment of **Rs. 1,058/-** towards the fees of the Service Provider.

   After making online payment towards fees of Services provider, the Contractors are required to decrypt their bid data using their Digital Certificate and immediately re-encrypt their bid data using the public key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage.

   **Note:** The details of the Processing Fees shall be verified and matched during the Technical Opening stage.

   At this time the Contractors are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission Stage.

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The Bid Data and Documents of only those Contractors who have submitted their Bid Hashes (Seals) Within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Contractor who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt / re-encrypt the bid data / submit documents during the stage of decryption and Re-encryption of bids (submitting the bids online).

7. **Short listing of Contractors for Financial Bidding Process :**

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The shortlisted Contractors will be intimated by e-mail.

8. **Opening of the Financial Bids :**

The Contractors may remain present in the office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the PWD e-Tendering Portal immediately after the completion of opening process.

9. **Tender Schedule ( Key Dates ) :**

The Contractors are strictly advised to follow the Dates and Times allocated to each stage under the column “Contractor Stage” as indicated in the Time Schedule in the Detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

**C) Terms and Conditions For Online-Payments**

The Terms and Conditions contained herein shall apply to any person (“User”) using the services of PWD Maharashtra, hereinafter referred to as “Merchant”, for making Tender fee and Earnest Money Deposit(EMD) payments through an online Payment Gateway Service (“Service”) offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through PWD Maharashtra website i.e. http://pwd.maharashtra.etenders.in. Each User is therefore deemed to have read and accepted these Terms and Conditions.
Privacy Policy
The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant’s treatment of personally identifiable information that Merchant collects when the User is on the Merchant’s website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from The User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender

b) if any of User’s actions on our website violate the Terms of Service or any of our guidelines for specific services, or

c) to protect or defend Merchant’s legal rights or property, the Merchant’s site, or the Users of the site or;

d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant’s website/offerings.

General Terms and Conditions For E-Payment

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant’s website and avail the Services.

2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User’s use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.

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3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.

7. In these Terms and Conditions, the term “**Charge Back**” shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

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8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider’s webpage, that is linked to the Website, is experiencing any server related issues like ‘slow down’ or ‘failure’ or ‘session timeout’, the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

i. In case the Bank Account appears to be debited, ensure that he/she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.

ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

Limitation of Liability

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/she shall be solely responsible for his/her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Provider
As e-tender physical submission is not necessary.

Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
   (I) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/or
   (ii) any interruption or errors in the operation of the Payment Gateway.

4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant’s reasonable control.

Miscellaneous Conditions:
Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

1. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.

2. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.

| Contractor | No. of Corrections | Executive Engineer |
3. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

4. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User’s own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
   
   i. Choose a new password, whenever required for security reasons.
   
   ii. Keep his/ her User ID & Password strictly confidential.
   
   iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User’s password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User’s personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.

2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

   i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;

iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit

iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

**Personal Information**

3. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.

4. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.

5. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant’s information privacy policy and to our continued use of previously collected information. By submitting the User’s personal information to us, the User will be treated as having given his/her permission for the processing of the User’s personal data as set out herein.

6. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

**Payment Gateway Disclaimer**

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

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1.4 **Manner of Submission of Tender and its Accompaniments:**

**ENVELOPE NO.1 :** (Documents)

The bidder must purchase the bidding documents via online mode by filling the cost of Tender.

A) The following documents shall be submitted **online** in “Envelope No.1”.

1.4.1 **Scan copy of** receipt of tender form fee towards Gateway payment.

1.4.2 The EMD will have been paid online mode only. Exemption in EMD on basis of EMD exemption certificate is not allowed as per G. R. No. CAT/06/2014/PC/242/Bldg.-2/ Dated 24/02/2016.

1.4.3 **Scan copy of** Valid certificate as a Registered Contractor with the Government of Maharashtra in appropriate class as may be applicable in original or attested copy thereof (Attested by a Gazetted Officer)

1.4.4 **Scan copy of** valid VAT registration certificate from Maharashtra State Sale Tax Department thereof duly attested by the Gazetted Officer. (Maharashtra Value Added Tax Act 2005)

1.4.5 **Scan copy of Details** of list of Machinery and plants immediately available with the tenderer for use on this work and list of machinery proposed to be utilized on this work, but not immediately available and the manner in which it is proposed to be procured. (information to be given in Statement 2 'A', 2 'A' 1 and 2 'B' provided in this document).

1.4.6 **Scan copy of** valid Professional Tax Registration certificate in form PT/R/ under section (I) of section 5 of Maharashtra Sales Tax on Profession, Trade, Callings and employment Act,1975, rule 3(2) from the Professional Tax Officer of the concerned District in Maharashtra.
As e-tender physical submission is not necessary.

Dy. E. E.

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1.4.7 **USE OF SPECIALISED MACHINERY**

i) For carrying out **concreting** items of the work use of machinery such as **Truck**, **Tipper**, **Weigh Batch Concrete mixer**, **Niddle Vibrator** etc. are obligatory. For carrying out **earthwork** use of machinery such as **Dozer**, **Compressor** etc. are obligatory. With a view to ascertain, whether these machinery is in possession of the contractor and whether he can make available such machinery immediately for use on the work, it is necessary for the contractor to submit the details of such machinery in Envelope No. 1 in the format given on Page No. 32 to 33. The details of machinery as above, supplied in Envelope No. 1 shall be verified by the Department, if required, by physical verification of machinery **owned or hired** by the contractor, by visiting sites. Contractor should produce sufficient documentary evidence regarding ownership machinery in support of having **owned or hired** the obligatory machinery.

The details of these specialized machinery required to be **owned or hired** and as per M.O.R.T. & H direction used on the work are given on Page 32 to 33 (Statement 2 'A' and 2 'A' 1) of N.I.T. In case, during physical verification of the details supplied by the bidder is found not meeting with the requirements of the Department, his tender in Envelope No. 2 will not be considered for opening. For this purpose, contractor shall give adequate information in proforma of Statement No. 2 'A' and 2 'A' 1 (Page 32 to 33) enclosed. The proforma of the Statement shall not be altered by contractor in any manner/case.

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The Contractor shall upload an **undertaking** (as per proforma given in page No. 35) regarding availability of owned or hired machinery in envelope no. 1.

1.4.8 **Scan copy of Details** of work done during last three years with the value of work unfinished. (Information to be given in Statement No. 1 on Page No. 30)

1.4.9 **Scan copy of Abstract** of work of similar type magnitude carried out by the contractor during last three years. (Information to be given in Statement No. 2 on Page No. 31)

**Note:** The Certificates @ Sr. No. 1.4.8 should be signed by the Authority with whom the contractor has executed the work.

1.4.10 **Scan copy of Abstract** of list of works in hand and works tendered for. (Information to be given in proforma of Statement No. 3 on Page No. 36)

1.4.11 **Scan copy of** documentary proof of educational qualification of Technical Personnel on the rolls of the tenderer. (Information to be given in proforma of Statement No. 4 on Page No. 37)

1.4.12 Certified copy of Registration of Partnership Deed and Power of Attorney or copy of Company Registration from the Competent Authority in case of a firm tendering for work, Power of attorney shall be submitted. (True copy attested by a Gazetted Officer.)

1.4.13 The contractor shall upload an affidavit (as per format given on Page No. 39) regarding completeness, correctness and truthfulness of documents shall be submitted online in Envelope No. 1. **Separate Affidavit shall be submitted for each work in original. Affidavit shall be compulsorily Notarised. Scan copy of the same shall be uploaded online in Envelope No. 1.** Affidavit not confirming to these conditions will not be accepted and Envelope No. 2 will not be opened.
As e-tender physical submission is not necessary.

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1.4.14 **Scan copy of** undertaking of contractor that he had studied all tender documents, conditions and especially work methodology.

1.4.15 **Scan copy of** Tentative program of work in the form of Bar Chart shall be submitted.

1.4.16 The tenderer must have sufficient experience in the **Bridge construction work**.

1.4.17 **Scan copy of** all the documents from Sr.No. 1.4.1 to 1.4.15 shall be correctly and completely submitted by contractor **online**, otherwise his Envelope No.2 will not be opened.

Even though the Bidder meet the above qualifying criteria, they are subject to be disqualified if they have made.

Misleading or false representations in the Statements attachments submitted in proof of the qualification requirements.

**And / or**

Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

1.4.18 All corresponding paras pertaining to the tender related subject to Maharashtra P. W. Manual shall be applicable to this tender.
1.5 **ENVELOPE NO. 2 TENDER (FINANCIAL BID)**

The second envelope “Envelope No. 2” shall contain only the main tender. It shall also contain the scanned copy of the Demand Draft as performance security if the offer quoted is below the estimated cost put to tender as explained in para 1.9 A under performance security. A tender submitted without this would be considered as invalid.

The Tenderer should quote his offer **only through online bidding process** in terms of percentage of estimated rates. He should not quote his offer anywhere directly or indirectly in Envelope No. 1. His tender shall be unconditional.

1.6 **SUBMISSION OF TENDER :-**

Refer to Section “Guidelines to Bidders on the operations of Electronic Tendering System of Public Works Department” for details.

1.7 **OPENING OF TENDERS :**

On the date, specified in the Tender Schedule, following procedure will be adopted for opening of the Tender.

**(A) ENVELOPE NO. 1 :- (Documents)**

First of all **Technical Documents submitted will be opened online** to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderer’s Envelope No.2 will not be considered for further action and the same will be recorded.

The decision of the tender opening authority in this regard will be final and binding on the contractors.

**(B) ENVELOPE NO. 2 : (Financial Bid)**

a) This envelope shall be opened **online** immediately after opening of Envelope No.1, only if contents of Envelope No.1 are found to be acceptable to the Department. The tendered rates in Schedule ‘B’ or percentage **above/below** the estimated rates shall then be read out in the presence of bidders who remain present at the time of opening of Envelope No. 2.

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1.8 **EARNEST MONEY**:

(i) Earnest money of **Rs. 29,000/-** shall be paid online using NEFT/RTGS or payment gateway mode. Exemption in EMD on basis of EMD exemption certificate is not allowed as per G. R. No. CAT/ 06/ 2014/ PC/ 242/ Bldg.-2/ Dated 24/02/2016.

(ii) After Tender opening, the EMD of the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given in challan under Beneficiary Account Number.

**Earnest Money in the form of cheques or any other form except above will not be accepted.**

(iii) The amount will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise of the tender. In case of successful tenderer, it will be refunded on his paying initial Security Deposit and completing the tender documents in form B-1.

1.9 **SECURITY DEPOSIT**:

The successful tenderer shall have to pay half of the security deposit in approved security form (preferably in the form of National Saving Certificate) or in cash and balance Security Deposit will be recoverable through the bills at the percentage as shown in item(s) of the Memorandum in printed B-1 form or as may be decided by the Executive Engineer during course of execution of the work looking to the position and circumstances that may prevail, whose orders will be final and binding on the contractor.

The security deposit for the due performance of the contract shall be as detailed in the Tender Documents elsewhere. Fifty percent of the security deposit will have to be deposited within **ten days** (including Government holidays) of the acceptance of the tender and the remaining fifty percent will be recovered from the Running Bills at the rate as specified in the tender form, on the cost of work as per C.S.R. prevailing at the time of acceptance of tender. Amount of total security deposit to be paid shall be **4%** of the cost of work, worked out as per **D. S. R. 2015-2016** for the respective District. Initial Security Deposit may be in form of National Saving Certificate or in cash for full period of completion of work and it should be extendable upto expiry of valid extension if any, as directed by Engineer-in-charge.

**Contractor** | **No. of Corrections** | **Executive Engineer**
1.9 A. PERFORMANCE SECURITY FOR OFFER BELOW ESTIMATED COST
PUT TO TENDER:

To be submitted in Envelope No. 2 (Financial Bid)

Performance Security for the offer below estimated cost put to tender by more than 1%.

In case tenderer desires to submit his offer below estimated cost put to tender upto 1%, then no such Performance Security shall be required. If the offer is below by more than 1% of the estimated cost, following procedure shall be adopted.

1) If the offer quoted is below by more than 1% and upto 10% with respect to estimated cost, the tenderer shall deposit a Performance Security amounting to rupees 1% of the estimated cost put to tender in form of Demand Draft.

2) If the offer quoted is more than 10% below, then the tenderer shall deposit a Performance Security amounting to rupees equal to the percentage by which his offer is below more than 10% plus 1% in form of Demand Draft.

   e.g. If the quoted percent is 14% below, then the Performance Security shall be 1% plus 4% (=14%-10%), i.e. total 5% of estimated cost put to tender.

3) Demand Draft shall be drawn from any Nationalised / Scheduled Bank in favour of Executive Engineer, P. W. Division, Kudal at Kankavali payable at Kankavali with the validity of three months from the scheduled last date of submission of tender.

4) A Scanned Copy of such Demand Draft shall be uploaded in envelope No. 2.

5) The original copy of Demand Draft, in a sealed envelope with the name of agency, name of work and tender notice no. written on it, shall be submitted to the office of the Executive Engineer, P. W. Division, Sawantwadi within five working days from the prescribed last date of submission of tender.

6) In case of submission of false documents / Demand Draft and non-submission of original copy of Demand Draft, the EMD of the tenderer will be forfeited and Registration of the Agency will be suspended for one year.

7) The Demand Draft for performance security of all bidders except lowest two bidders will be returned within seven working days from the date of opening of bid and the Demand Draft of the lowest bidder will be returned within three days after issue of work order to the successful lowest bidder.

8) The amount of performance security of successful bidder will be refunded within three months after successful execution of work.
1.10 **ISSUE OF FORMS:**
Information regarding contract as well as blank tender forms can be downloaded from the eTendering website upon providing the details of the payment of cost as detailed in the N.I.T.

1.11 **TIME LIMIT:**
The work is to be completed within time limit as specified in the N.I.T. which shall be reckoned from the date of written order for commencing the work and shall be inclusive of monsoon period.

1.12 **TENDER RATE:**
No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulation will be permitted. Rates quoted for the tender shall be taken as applicable for all leads and lifts.

1.13 **TENDER UNITS:**
The tenderers should particularly note the unit mentioned in the Schedule “B” on which the rates are based. No change in the units shall be allowed. In the case of difference between the rates written in figures and in words, the correct rate will be the one, which is lower of the two.

1.14 **CORRECTION:**
No corrections shall be made in the tender documents. Any corrections that are to be made, shall be made by crossing the incorrect portion and writing the correct portions above with the initials of tenderer.

1.15 **ACCEPTANCE OF TENDER:**
Acceptance of tender will rest with the Executive Engineer, P. W. Division, Kudal at Kankavali who reserves the right to reject any or all tenders without assigning any reason therefore. The tenderer whose tender is accepted will have to enter into a regular B-1 agreement within 10 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the Government and the offer of the tenderer shall be considered as withdrawn by him.

1.16 **CONDITIONAL TENDER:**
The tenders which do not fulfill the condition of the notification and the general rules and directions for the guidance of contractor in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason therefore.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>No. of Corrections</th>
<th>Executive Engineer</th>
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<td>Dy. E. E.</td>
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</table>
1.17 (a) The Tenderers shall be presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site, the conditions of rock and its joints, pattern, river, weather characteristics, labour conditions and in general with all the necessary information and data pertaining to the work, prior to tendering for the work.

1.17 (b) The data whatsoever supplied by the Department along with the tender documents are meant to serve only as guide for the tenderers while tendering and the Department accepts no responsibility whatsoever either for the accuracy of data for their comprehensiveness.

1.17 (c) The quarries for extraction of metal, murum etc. provided in the sanctioned estimate are as per survey conducted by the Department. The Contractor should however examine these quarries and see whether full quantity of materials required for execution of the work strictly as per specification are available in these sources before quoting the rates. In case the materials are not available due to reasons whatsoever, the contractor will have to bring the materials from any other sources with no extra cost to Government. The rates quoted, should therefore be for all leads and lifts from wherever the materials are brought at site of work and inclusive of royalty to be paid to the Revenue Department by the Contractor.

1.18 **POWER OF ATTORNEY:**

If the tenderers are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Attorney, authorizing him to conduct all transactions on behalf of the body, along with the tender as per scanned copy uploaded in envelope No. 1.

1.19 The tenderer may, in the forwarding letter, mention any points he may wish to make clear but the right is reserved to reject the same or the whole of the tenders if the same become conditional tender thereby.

1.20 The contractor or the firms tendering for the work shall inform the Department if they appoint their authorized Agent on the work.

1.21 No foreign exchange will be released by the Department for the purchase of plants and machinery for the work by the Contractor.

1.22 Any dues arising out of contract will be recovered from the contractor as arrears of Land Revenue if not paid amicably. Moreover, recovery of Government dues from the Contractors will be affected from the payment due to the Contractor from any other Government works under execution with them.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>No. of Corrections</th>
<th>Executive Engineer</th>
</tr>
</thead>
</table>
1.23 All scanned pages of tender documents, conditions, specifications, corrections slips etc. shall be initialed by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of a firm.

1.24 The Income Tax at prevailing rates or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.

1.25 The successful tenderer will be required to produce to the satisfaction of the specified concerned authority a valid concurrent license issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money.

1.26 The tenderer shall submit the list of apprentices engaged by the Contractor under Apprentice Act.

1.27 Value Added Tax will be deducted 2% of every bill of contractor.

1.28 **VALIDITY PERIOD** :

The offer shall remain open for acceptance for **minimum period of 120 days** from the Date of opening of Envelope No.2 (Financial Bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due. (ref. to memorandum on Page 50 of B-1 Form Chapter)
## STATEMENT NO. 1

STATEMENT SHOWING WORK DONE IN ALL CLASSES OF CIVIL ENGINEERING CONSTRUCTION WORKS DURING LAST THREE YEARS.

### NAME OF THE CONTRACTOR:

Ref. Page 22 Clause 1.4.8

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name of the work</th>
<th>Amount put to Tender / Tendereed cost.</th>
<th>Agreement No.</th>
<th>Date of commencement</th>
<th>Amount of work done during each of last three years (Rs. In lakhs)</th>
<th>Amount of work still remaining to be executed 2016-2017. (Rs. In lakhs)</th>
<th>Remarks</th>
</tr>
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<tr>
<td>1</td>
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</tbody>
</table>

**SAMPLE FORM**

Grand Total :-

Outward No. and date of certificate issuing authority:

Sign and Name of
Executive Engineer

**Note:** This is only a standard form. Details are to be furnished in this format in the form of type written statements, which shall be uploaded online in Envelope No.1.
STATEMENT NO. 2

DETAILS OF WORKS OF SIMILAR TYPE AND MAGNITUDE
DURING LAST THREE YEARS CARRIED OUT BY THE CONTRACTOR.

NAME OF THE CONTRACTOR :

Ref. Page 22 Clause 1.4.9

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the work</th>
<th>Name and address of the organization for whom the work was done.</th>
<th>Place and country</th>
<th>Agree ment No.</th>
<th>Date of comm encement</th>
<th>Tended cost. (Rs. In lakhs)</th>
<th>Total Cost of work done. (Rs. In lakhs)</th>
<th>Actual date of completion</th>
<th>(Principal features in brief.)</th>
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<tr>
<td>1</td>
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**Note:** This is only a standard form; details are to be furnished in this format in the form of type written statements which shall be uploaded online in Envelope No.1.
STATEMENT No. 2'A'  
[ TO BE INCLUDED IN ENVELOPE NO. 1 ]  

QUESTIONARIE OF MACHINERY

(Applicable for works for which use of modern machineries for concreting & asphalting is specified)

Proforma for information regarding availability of machinery required for this work.

( Ref 1.4.7 Page 21 to 22 ) is given below:

i) Documentary evidence regarding **ownership or hire** of following machinery required.

ii) Contractor should produce documentary proof regarding **ownership or hire** of following machinery.

1. Weigh Batch Concrete Mixer - Own or Hire  
2. Truck / Tipper - Own or Hire  
3. Needle Vibrator – Own or Hire  
4. Excavator / Dozer – Own or Hire

Contractor No. of Corrections Executive Engineer
As e-tender physical submission is not necessary.

Dy. E. E.

STATEMENT NO. 2 'A' 1
[ TO BE INCLUDED IN ENVELOPE NO. 1 ]

(Applicable for works for which use of modern machineries for concreting is specified)

Proforma for information regarding availability of machinery required for this work.

( Ref. 1.4.7 Page 21 to 22 ) is given below :

(I) Documentary evidence regarding ownership or hire of following machineries required.

(II) Contractor should produce documentary proof regarding ownership or hire of following machinery.

List of Plants & Equipment’s

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Name of manufacturer</th>
<th>Model &amp; power &amp; rating</th>
<th>Capacity</th>
<th>Year of Manufacture &amp; details of current commission</th>
<th>Current Location</th>
<th>Source of equipment own/leased /pactically manufacture</th>
<th>Reference No. of page of documents attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Weigh Batch Concrete Mixer</td>
<td></td>
<td></td>
<td></td>
<td>Owned / Hired</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2) Tipper / Truck</td>
<td></td>
<td></td>
<td></td>
<td>Owned / Hired</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3) Needle Vibrator</td>
<td></td>
<td></td>
<td></td>
<td>Owned / Hired</td>
<td></td>
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<td></td>
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<tr>
<td>4) Excavator / Dozer</td>
<td></td>
<td></td>
<td></td>
<td>Owned / Hired</td>
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</tbody>
</table>

The complete information in above proforma shall be submitted by Contractor in Envelope No. 1. This information is a “MUST”.

Contractor No. of Corrections Executive Engineer
As e-tender physical submission is not necessary.

Contractor                                No. of Corrections                           Executive Engineer

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13) Any other item not included above but included in Schedule 'B'.
UNDERTAKING

Mister ____________________________  Vay Varsh __________

Rahane ____________________________ Va Satypratija

Lekhawar lieshno deta ko, Mister ____________________________ Va

Fomcha / Kompochha Proprattor / Mukhtayar Asumn CONSTRUCTION OF SAKAV AT

PHANSGAON MAHALAXMI MANDIR BAUDHAWADI VAHAL TAL DEOGAD,
DIST- SINDHUDURG Va kamaasathi nibidha sadar kelii ahe. Sadar kham karannikarta
Avasyak Yontrasmuuni (Machinery) hi Maidya Swat-Chya Malakichi / Bhadchahi Asumn sambhagvit
Karyaakari Ambiyanta va sambhagvit Up Ambiyanta he Soucha detaile tyaveti tshech tu kham suru karnaapeesvi
Kamachya Mitkanea nibidha Shartiunsar uplabdh kahun denayache Mee mant karoit ahe.

Var Namud Keltyaparamane bariil Avasyak Yontrasmuuni uplabdh kahun denavyal Maidyaakdun
Kahun Jhalayasa sambhagvit kshetvay Avidhakari (Engineer – in – Charge ) Sadar Kamachya
Nividevata joi Karyaavahi kartaile tu mala mant Asumn, Yababat Nividevmanche Atri / Shartiunsar Mii
Karyaadeshi Karyaavahi spatra ahe va rahiin.

Dinank

Kantaadaraachi Sahi
STATEMENT NO.3

DETAILS OF WORKS IN HAND AND WORKS TENDERED
FOR AS ON ______________________

NAME OF THE CONTRACTOR:

(I) WORKS IN HAND
Ref. page 22 Clause 1.4.10

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the work</th>
<th>Agreement No.</th>
<th>Tendered Amount. (Rs. in lakhs)</th>
<th>Date of commencement</th>
<th>Stipulated date of completion</th>
<th>Value of work already done. (Rs. in lakhs)</th>
<th>Value of Balance work to be executed (Rs. in lakhs)</th>
<th>Probable date of completion</th>
<th>Remarks</th>
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SAMPLE FORM

(II) WORKS TENDERED FOR

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the work</th>
<th>Name and Address of Client.</th>
<th>Tendered Amount. (Rs. in lakhs)</th>
<th>Time limit</th>
<th>Probable date when decision is expected</th>
<th>Other relevant details, if any.</th>
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SAMPLE FORM

Note: 1) This is only a standard form. Details are to be furnished in this format in the form of type written statements which shall be uploaded online in Envelope No.1.
As e-tender physical submission is not necessary.

STATEMENT NO. 4

STATEMENT SHOWING TECHNICAL PERSONNEL AVAILABLE WITH CONTRACTOR WHICH CAN BE SPARED EXCLUSIVELY FOR THIS WORK.

NAME OF THE CONTRACTOR:

Ref. page 22 Clause 1.4.11

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Designation</th>
<th>Name of person</th>
<th>Qualification</th>
<th>Professional Experience of work carried out</th>
<th>Remarks</th>
</tr>
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<tbody>
<tr>
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</table>

SAMPLE FORM

Note: This is only a standard form. Details are to be furnished in this format in the form of type written statements, which shall be uploaded online in Envelope No.1.
As e-tender physical submission is not necessary.

Dy. E. E.

13) Any other item not included above but included in Schedule 'B'.
As e-tender physical submission is not necessary.

100 Rs. Bond

नमुना सत्यप्रतिज्ञा लेख

सत्यप्रतिज्ञा लेख (Affidavit)

1. Affidavit shall be Notarised.
2. Separate Affidavit shall be submitted for each work in original.

मी ____________________________________ वय वर्ष _________ राहणार

___________________________________________________________ या सत्यप्रतिज्ञा लेखाद्वारे
लिहून देलो को, मी ______________________________________________ याची/ कंपनीची प्रोप्रायटर असून
CONSTRUCTION OF SAKAV AT PHANSGAON
MAHALAXMI MANDIR BAUDHAWADI VAHAL TAL DEOGAD, DIST-
SINDHUDURG या कामासाठी निर्णित सादर केली आहे. त्या निर्णितीच्या Envelope No.1 मध्ये जी
कागदपत्र सादर केली आहेत ती खरी, बरोबर व पूर्ण आहेत. त्यामध्ये कोणत्याही तुटी, चुका नाहीत असे
शास्त्रपूर्वक मान्य करीत आहे. या कागदपत्रामध्ये काही चुकीची, दिशामूलक करणारी, खोटी तसेच अपूर्ण
माहिती आढळत्यास मी कायदेशीर कार्यवाहीस पात्र आहे व राहील.

कंट्राक्टदाराची सही

Contractor

No. of Corrections

Executive Engineer
As e-tender physical submission is not necessary.

40

Dy. E. E.

Contractor                                No. of Corrections                           Executive Engineer
As e-tender physical submission is not necessary. Dy. E. E.

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**SCOPE OF WORK & SITE CONDITION**

**NAME OF WORK** :- **CONSTRUCTION OF SAKAV AT PHANSGAON MAHALAXMI MANDIR BAUDHAWADI VAHAL TAL DEOGAD, DIST- SINDHUDURG.**

The proposed work is of "Construction of Sakav at Phansgaon Mahalaxmi Mandir Baudhawadi Vahal Tal Deogad, Dist- Sindhudurg." The construction of bridge cum bandhara with 3 span of 8.00 metre c/c and shall having following provisions, based on Standard Specifications wherever specified in the Schedule 'B'.

**BRIDGE:**

1) Excavation for foundation in soft & hard strata.
2) Dewatering for abutment and returns.
4) Providing P. C. C. M-20 and M-15 for piers, abutments.
5) Providing R. C. C. M-20 for cap.
6) Providing R. C. C. M-25 for slab.
7) Providing R. C. C. M-20 for ballast wall, kerbs.
8) Providing H.Y.S.D. Steel bar reinforcement for all R.C.C. work.
9) Other miscellaneous items such as tar paper bearing, bituminous pad expansion joint, flexible stone mat, G. I. water spouts, AC/PVC pipe weep holes and trap rubble filling behind abutment.
10) Any other items mentioned in schedule ‘B’ shall be carried out.

The site is easily approachable by all-weather road. The average annual rainfall in this area is about 3500 mm. to 4500 mm. and temperature vary from 20\(^\circ\) C to 35\(^\circ\) C.

**Availability of Materials** :- The materials required for this work is generally available in the vicinity of site of work in normal condition except bitumen which is to be procured from Mumbai Refinery.
As e-tender physical submission is not necessary.
Following methodology of work shall be adopted by the contractor in consultation with Engineer-in-charge.

1) On award of contract, the contractor shall construct temporary approach road and take levels jointly with Engineer's representative for existing cross section of the river. The center line of bridge shall be marked on the site. This shall include erection of marking center line, pillars fixing pegs, selling up temporary bench mark at site, shall be done with the help of Engineer in charges representative. Contractor shall erect work Information board of 1.80m x 1.20 m size at his own cost.

2) The necessary arrangement for dewatering shall be done like providing cofferdam, bunds, diversion of river and pumping of water.

3) The work of excavation for foundation in soft strata / hard strata and construction of PCC bedding shall be done.

4) The work of PCC M-20 Piers, abutments & PCC solid returns are to be completed after completion of foundation.

5) The work of RCC M-25 solid slab shall be executed.

6) After construction of solid slab RCC M-20 kerbs shall be constructed.

7) Miscellaneous items such as filling, flexible stone mat, wearing coat, kerbs, and railing shall be done later on.

8) Earthwork in embankment for approach road, WBM road construction shall be taken up as soon as abutment and returns is completed.

9) Barricading for excavated portion if required shall be provided by the contractor as directed by Engineer-in-charge.

10) The earthwork gutter excavation, shall be executed as directed by Engineer in charge.

11) Generally the work of W.B.M. shall be carried out first. The work of gutter shall be carried out simultaneously. The work of side gutters as shown in drawing shall be carried out before starting the B. T. work. However, if execution of these items involve extra cost, either due to extra quantities of excavation or under-utilisation of excavated material such extra cost will have to be borne by the contractor.

12) Traffic plying at design speed shall not feel hump or jerk on any stretches. Contractor shall plan for all such location well before taking up work in such stretches and difficulties in doing so, if any be brought to the notice of the Engineer and only after his permission work proceeded further.

13) There is normal traffic plying on the existing road. The tenderer should get himself accustomed with traffic conditions before quoting the work. Once the work is started, sufficient care shall be taken to see that obstructions / in convenience to traffic is kept to the bearest minimum. Sufficient number of boards as required and approved by Engineer-in-charge shall be provided by the contractor at his own cost at such locations which will give sufficient warning of work in progress. Special care shall be taken by the contractor during night hours. The contractor shall maintain the diversion properly at his own cost as directed by Engineer in charge till the completion of work.

14) Working staff of contractor working on road site shall be provided with reflective safety jackets & helmets. Such safety jackets & helmet shall be provided to PWD staff working on site by the Contractor at his cost.

15) As far as possible all undulations in existing surface shall be made to required level in W.B.M. only.

16) The work of W. B. M. shall not be paid unless gutters are excavated completely.
17) The contractor shall maintain all quality control register and material register at the site on plant as required and as directed by Engineer-in-charge.

18) Test results of material should be brought by contractor and submit to department before spreading / laying of M.P.M. / Carpet / Seal Coat / Murum etc. Test results should be taken as per frequency approved by Vigilance & Quality Control Circle, Navi Mumbai.

1) ADDITIONAL GENERAL SPECIFICATION FOR ORDINARY AND HIGH GRADE CONCRETE :-

a) The test specimen should be formed by representative of the contractor in presence of a responsible officer of the rank of not lower than an Assistant Engineer / Deputy Engineer.

b) The test specimen should be formed carefully and no claim shall be entertained later on the ground that the result of the test specimen did not give correct indication of the actual quality of concrete.

c) The cement content shall be as per actual requirement of mix design.

d) Payment :- a) The payment of such concrete work will not be made till the strength are ascertained.

e) The payment of reinforcement of such affected items will not be made till the strengths of the concrete are ascertained.

2. FORMWORK AND STAGING FOR BRIDGE STRUCTURES :-

(a) For bridge structure, forms for concrete shall be constructed of mild steel plates or marine plywood and be of substantial and rigid construction true to shape and dimensions shown on the drawings. Where metal forms are used, all bolts and rivets shall be counter sunk and well ground to provide in smooth plane surface.

(b) Forms shall be mortar tight and shall be sufficiently rigid by the use of ties and bracing to prevent any displacement or sagging between supports. They shall be strong enough to withstand all pressure, ramming, and vibration, without deflection from the prescribed lines occurring during and after placing the concrete and shall be tight enough to prevent any appreciable loss of concrete during vibration. Screw jacks or hard wood wedges where required shall be provided to make up any settlement in the formwork before or during the placing of concrete.

(c) Scheduled camber shall be provided in horizontal members of structures, especially in long spans to counteract the effects of any deflection. The formwork shall be so fixed as to provide for such camber, if required,

(d) Forms shall be so constructed as to be removed in sections in the desired sequence, without damaging the surface of concrete or disturbing other sections.
As e-tender physical submission is not necessary.

Dy. E. E.

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**FORM B-1**

**PERCENTAGE RATE TENDER & CONTRACT FOR WORKS**

DEPARTMENT : PUBLIC WORKS DEPARTMENT.

REGION : PUBLIC WORKS REGION, MUMBAI.

CIRCLE : PUBLIC WORKS CIRCLE, RATNAGIRI.

DIVISION : PUBLIC WORKS DIVISION, KUDAL AT KANKAVALI.

NAME OF WORK : CONSTRUCTION OF SAKAV AT PHANSGAON MAHALAXMI MANDIR BAUDHAWADI VAHAL TAL DEOGAD, DIST-SINDHUDURG.

**General Rules and Directions for the Guidance of Contractors**

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender Online e-Tendering System also pasted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer, Public Works Division, Kudal at Kankavali.

   This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and estimated rates, schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification and shall also be open for inspection by contractors in the office of Executive Engineer during office hours.

   Where the works are proposed to be executed according to the specifications recommended to a contractor and approved by a competent authority on behalf of the Governor of Maharashtra, such specifications with designs and drawings shall form part of the accepted tender.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.

A I) The contractor shall pay along with the tender the sum of Rs. 29,000/- (Rupees Twenty nine thousand only) as and by way of earnest money. Earnest money shall be paid via online using NEFT/RTGS or payment gateway mode. The said amount of earnest money shall not carry any interest whatsoever.
II) In the event of his tender being accepted, subject to the provisions of sub-clause (iii) below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under the General Conditions of contract.

III) If, after submitting the tender, the contractor withdraws his offer or modifies the same, or if, after the acceptance of his tender the contractor fails or neglects to furnish the balance of security deposit, within 10 days from receipt of acceptance letter without prejudice to any other rights and powers of the Government, hereunder, or in law, Government shall be entitled to forfeit the full amount of the earnest money deposited by him.

IV) In the event of the tender not being accepted, the amount of earnest money deposited by the contractor shall, unless it is prior thereto forfeited under the provisions of sub-clause (iii) above, be refunded to him online.

3. Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule B (Memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate or such percentage on all the Estimated rates/Schedule rates shall be stated. Tenders, which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions will be liable for rejection. No printed form of tender shall include a tender for more than one work, but if contractor wishes to tender for two or more works, he shall submit a separate tender for each work. Tender shall have the name and number of the work to which it refers written outside the envelope.

5. The Executive Engineer or his duly authorized Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall refund the amount of earnest money deposited by the contractor online.

6. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
7. No receipt for any payment, alleged to have been made by a contractor in regard to any matter relating to this tender or the contract, shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and complete by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the Rules and customs of the Public Works Department and their rates shall be without references to any local custom.

10. Under no circumstances shall any contractor be entitled to claim enhanced rates for any item in this contract.

11. All corrections and additions or pasted slips should be initialed.

12. The measurements of work shall be taken according to the usual methods in use in the Public Works Department and no proposals to adopt alternative methods shall be accepted. The Executive Engineer’s decision as to what is “the usual method in use in the Public Works Department” will be final and binding on all parties.

13. The tendering Contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract and the value of the work that remain to be executed in each case on the date of submitting the tender.

14. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the Department for the purchase of plant and machinery required for the execution of the work contracted for.
   (GCD/PWD/CFM/1058/62517 OF 26.5.1959)

15. The contractor shall have to construct shed for storing controlled and valuable materials brought by the contractor, at work site having double locking arrangement at contractors cost. The materials shall then be taken for use in the presence of the Departmental person. No material shall be allowed to be removed from the site of works.

16. The contractors shall also give a list of machinery in their possession, which they propose to use on the work.

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17. Successful tenderer shall have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provisions of Contract Labour (Regulation and Abolition) Act, 1973 before starting the work failing which acceptance of the tender shall be liable for withdrawal and earnest money shall be forfeited to the Government (refer Government of Maharashtra, Irrigation and Power Department’s letter No. Lab 1076h181/(666E-17), dated 8/9/1976.)

18. The contractor shall comply with the provisions of Apprentices Act 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure shall be breach of the contract and the Chief Engineer / Superintending Engineer, may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
As e-tender physical submission is not necessary.

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TENDER FOR WORKS

I/We hereby tender for the execution, for the Governor of Maharashtra (here-in-before and here-in-after referred to as “Government”) of the work specified in the underwritten memorandum within the time specified in such memorandum at *

percentBelow/above the estimated rates entered in Schedule ‘B’ (Memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government, such materials and the rate to be paid for them shall be as provided in Schedule ‘A’ hereto.

* The tenderer should quote his offer only through online bidding process.

MEMORANDUM

A) NAME OF WORK :- CONSTRUCTION OF SAKAV AT PHANSGAON MAHALAXMI MANDIR BAUDHAWADI VAHAL TAL DEOGAD, DIST- SINDHUDURG.

B) Estimated Cost : Rs. 28,93,216.00

C) Earnest Money. : Rs. 29,000.00

D) Security Deposit :
i) Cash (Not less than the amount of earnest money.) : Rs. 58,000.00

ii) To be deducted from current bills. : Rs. 58,000.00

Total Rs. 1,16,000.00

E) Percentage, if any to be deducted from bills so as to make up the total amount required as security deposit by the time half the work as measured by the costs is done 4% (FOUR PERCENT)

F) Time allowed for the work from the date of written order to commence. 06 Calendar months (Six months) (including monsoon)

Contractor No. of Corrections Executive Engineer
2. I/We agree that the offer shall remain open for acceptance for a **minimum period of 120 days** from the date fixed for opening of envelope No.2 (Financial Bid) and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A.D. or otherwise delivered at the office of such authority. Treasury Bank Challan No. And date or Deposit At Call Receipt No. ___ and date _______ in respect of the sum of Rs. 29,000.00 (Rs. Twenty nine thousand only) representing the earnest money is herewith forwarded. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Government, should I/We fail to (I) abide by the stipulation to keep the offer open for the period mentioned above or (II) Sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (1) above within the time limit laid down in clause (1) of the annexed General Conditions of contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so, desired by me/us in writing, unless the same or any part thereof has been forfeited as aforesaid.

3. I/We have secured exemption from payment of earnest money after executing the necessary bond in favour of the Government, a true copy of which is enclosed herewith. Should any occasion for forfeiture of earnest money for this work arise due to failure on my/our part to (i) abide by the stipulations to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents and furnish the security deposit as specified in item (d) of the Memorandum contained in paragraph (1) above within the time limit laid down in clause (1) of the annexed General Conditions of Contract, the amount payable by me/us may, at the option of the Engineer, be recovered out of the amount deposited in lump sum for securing exemption in so far as the same may extend in terms of the said bond and in the event of the deficiency out of any other payments which are due or payable to me/us by the Government under any other contract or transaction of any nature whatsoever or otherwise.
As e-tender physical submission is not necessary.

Dy. E. E.

4. Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms, and provisions of the conditions of contract annexed hereto so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Contractor : Signature of Contractor before submission of the tender

Address : 

Dated _______ The _______ day of _____ 2016.

(Witness) ____________________________ $ Signature of witness to contractor’s signature

Address _______________________________

(Occupation) ___________________________

The above tender is hereby accepted by me for and on behalf of the Governor of Maharashtra.

Dated _______ day of 2016 * Executive Engineer * Signature of the officer by whom accepted.
As e-tender physical submission is not necessary.

Dy. E. E.

Contractor                                No. of Corrections                           Executive Engineer

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As e-tender physical submission is not necessary. Dy. E. E.

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**CONDITIONS OF CONTRACT**

| Security deposit | **Clause 1** - The person/persons whose tender may be accepted (hereinafter called the Contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, and assigns) shall (A) within 10 days (which may be extended by Superintending Engineer concerned up to 15 days if Superintending Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in cash or Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) of the sum sufficient which will make up the full security deposit specified in the tender or (B) (Permit Government at the time of making any payment to him for work done under the contract to deduct such as will amount to *FOUR* percent of all moneys so payable such deductions to be held by Government by way of security deposit. ) Provided always that in the event of the Contractor depositing a lump sum by way of security deposit as contemplated at above, then and in such case, if the sum so deposited shall not amount to **FOUR** percent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the Contractor for work done under the contract to make up the full amount of **FOUR** percent by deducting sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the Contractor to Government under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due or may become due by Government to the Contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter, make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

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The security deposit will not be accepted in forms of insurance company bonds as per Government orders contained in No. CCM/PWD/4250 DATED 27/12/1956.

Note: This will be the same percentage as that in the tender at (e) on Page No. 49.

If the amount of the security deposit be paid in a lump sum within the period specified at (A) above is not paid the tender/contract already accepted shall be considered as cancelled and legal steps taken against the Contractor for recovery of the amounts. The amount of the security deposit lodged by a Contractor shall be refunded alongwith the payment of the final bill, if the date upto which the Contractor has agreed to maintain the work in good order is over. If such date is not over, only 50% amount of security deposit shall be refunded alongwith the payment of the final bill. The amount of security deposit retained by the Government shall be released after expiry of period upto which the Contractor has agreed to maintain the work in good order is over.

In the event of the Contractor failing or neglecting to complete rectification work within the period up to which the Contractor has agreed to maintain the work in good order, then subject to provision of Clauses 17 and 20 hereof the amount of Security Deposit retained by Government shall be adjusted towards the excess cost incurred by the Department on rectification work.
Compensation for delay

Clause 2 :- “The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence the work is given to the Contractor. The work shall through the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be the essence of the contract on the part of the Contractor) and Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished after the proposed dates. And further to ensure good progress during execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete.

25% of the work in ** 1/4 of the time As indicated
50% do 1/2 of the time in bar
100% do 06 Months.

Full work to be completed in (06) Six Months including monsoon.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that due quantity, of work remains incomplete. Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent of the estimated cost of the work as shown in the tender. Superintending Engineer should be the final authority in this respect, irrespective of the fact that the tender is accepted by Chief Engineer / Superintending Engineer / Executive Engineer.
Action when whole of security deposit is forfeited.

Clause 3: In any case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit (whether paid in one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Engineer, on behalf of the Governor of Maharashtra, shall have power to adopt any of the following courses, as he may deem best suited to the interest of Government:

(A) To rescind the contract (for which rescission notice in writing to the contractor under the hand of Executive Engineer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Government.

(B) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

(C) To order that the work of the contractor be measured upto and take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work-charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and at the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.
In case the contract shall be rescinded under clause (a) above the Contractor shall not be entitled to recover or be paid, any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the Contractors, the amount of excess shall be deducted from any money due to the Contractor, by Government under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided, however that the Contractor shall have no claim against Government even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased, or procured any materials, or entered into any engagements or made any advances on account of, or with a view to the execution of the work or the performance of the contract.

Clause 4 :- If the progress of any particular portion of the work is unsatisfactory, the Executive Engineer shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3(b) after giving the Contractor 10 days notice in writing. The Contractor will have no claim for compensation, for any loss sustained by him owing to such action.
**Contractor remains liable to pay compensation if action not taken under Clause 3 & 4.**

**Power to take possession of or require removal of or sell contractor’s plant.**

**Clause 5** :- In any case in which any of the powers conferred upon the **Executive Engineer** by clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiving of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the **Executive Engineer** taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores, in or upon the works or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates, to be certified by the **Executive Engineer** whose certificate thereof shall be final. In the alternative, the **Executive Engineer** may, after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools and plants, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the **Executive Engineer** may remove them at the contractor’s expenses or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the **Executive Engineer** as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

**Clause - 6** :- If the Contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the **Executive Engineer** / **Superintending Engineer** (as the case may be) before the expiry of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the **Executive Engineer** / **Superintending Engineer** (as the case may be), may if in his opinion, there were reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the **Executive Engineer** in this matter shall be final.
As e-tender physical submission is not necessary.

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**Final Certificate**

**Clause 7**: On the completion of the work the Contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be completed until the Contractor shall have remove from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floor or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and the cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the Contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

**Payment on intermediate certificate to be regarded as advances.**

**Clause 8**: No payment shall be made for any work, estimated to cost less than Rupees One Thousand till after the whole of work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees One Thousand, the Contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate if such approval and passing of the sum so payable shall be final and conclusive against the Contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the Contract or any part thereof in any respect or the occurring of any claim, nor shall it conclude, determine or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the Contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.
As e-tender physical submission is not necessary.

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**Payment at reduced rates on account of items of work not accepted as completed to be at the discretion of the Engineer-in-charge.**

Clause 9: The rates for several items of works estimated to cost more than Rs.1000/- agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on-account bills.

Clause 10: A bill shall be submitted by the Contractor in each month on or before date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisites measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the Contractor or his duly authorized agent whose countersignature to the measurement list shall be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

Clause 11: The Contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.
As e-tender physical submission is not necessary.

Stores supplied by Government.

**Clause 12**: If the specification or estimate of the work provides for the use of any special description of material to be supplied from the stores of the Public Works Department store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract, or otherwise, or from the security deposit, or the proceeds of the sale thereof, if the security deposit is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Public Works Departmental store, if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage or damage to any such materials.

**Clause 12 (A)**: All stores of controlled materials such as cement, steel etc., to be supplied by Government to the contractor should be kept by the contractor under lock and key and will be accessible for inspection by the Executive Engineer or his agent at all the times.

**Clause 13**: The contractor, shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and every other respect in strict accordance with specifications. The contractors shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours. The contractor will be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working drawings if required by him, shall be supplied at the rate of Rs.300/- per set of contract drawings and Rs.150/- per working drawing except where otherwise specified.

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Alterations in specifications in designs not to invalidate contracts.

Clause 14: The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rates is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of the Division prevailing at the time when the extra items crop up or at the rates mutually agreed upon between the Engineer-in-charge and the contractor whichever are lower. If the additional or altered work for which no rate is entered in the Schedule of Rates of the Division, is ordered to be carried out before the rates are agreed upon then the Contractor shall within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate, he shall by notice in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable provided always that the Contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly here in before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the Circle will be final.

Rates for works not entered in estimate, or schedule of rates of the contract.

Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.

The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive.
Clause 15 :- (1) If at any time after the execution of the contract documents, the Engineer shall for any reason what-so-ever (other than default on the part of the Contractor for which the Government is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all, he shall give to the Contractor a notice in writing of such desire and upon the receipt of such notice the Contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the Contractor. The Contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

(2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the Contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineer to record the final measurements of the work already done and to pay final bill. Upon giving such notice the Contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the Contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the Contractor. Such payment shall not in any manner prejudice the right of the Contractor to any further compensation under the remaining provisions of this clause.

(3) Where the Engineer requires the Contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate the Contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery rendered idle on the site or on account of his having had to pay the salary or wages of labour engaged by him during the said period of suspension, provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the Contractor.
CAT-1268/59382
Dsk-II dt.22-2-78.

4. In the event of -

i) Any total stoppage of work on notice from the Engineer under clause (1) in that behalf.

ii) Withdrawal by the Contractor from the contractual obligations to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days.

OR

iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitutions in the specifications drawing, designs, or instructions under clause 14(1) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25 percent at the rates for the item specified in the tender is more than Rs. 5,000/-. 

It shall be open to the Contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or (iii) notice under clause 15(1) resulting in such curtailment, to produce to the Engineer satisfactory documentary evidence that he had purchased for agreed to purchase material for use in the contract work, before receipt by him of the notice of stoppage, suspension or curtailment and require the Government to take over on payment such material at the rates determined by the Engineer, provided, however such rates shall in no case exceeds the rates at which the same were acquired by the Contractor. The Government shall thereafter take over the material so offered, provided the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

Clause 15 (A) - The Contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials entered in Schedule A where such delay in caused by -

i) Difficulties relating to the supply of railway wagons.

ii) Force majeure.

iii) Act of God.

iv) Act of enemies of the State or any other reasonable cause beyond the control of Government.
In the case of such delay in the supply of materials, Government shall grant such extension of time for the completion of the works as shall appear to the Executive Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as final by the Contractor.

**Clause 16**: Under no circumstances whatever shall the Contractor be entitled to any compensation from Government on any account unless the Contractor shall have submitted claim in writing to the Engineer-in-charge within one month of the case of such claim occurring.

**Clause 17**: If at any time before the security deposit or any part thereof is refunded to the Contractor it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that Contracted for, or are otherwise not in accordance with the Contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the Contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may be require or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 10 days during which the failure so continuous and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of, as the case may be at the risk and expense in all respects of the Contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at the such reduce rates as he may fix therefor.

**Clause 18**: All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge and his subordinates to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractors duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.
As e-tender physical submission is not necessary.

Clause 19 :- The Contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the Contractors expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Clause 20 :- If during the period of 24 (Twenty four) months from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract and if in the opinion of the Executive Engineer the said work is defective in any manner whatsoever, the Contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer. In the event of the Contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefor in the said notice and /or to complete the same as aforesaid as required by the said notice, the Executive Engineer may get the same executed and carried out departmentally or by any other agency at the risk, on account and at the cost of the Contractor. The Contractor shall forthwith on demand pay to the Government the amount of such cost, charges and expenses sustained or incurred by the Government of which the certificate of the Executive Engineer shall be final and binding on the Contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the Contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Government, the same may be recovered from the contractor as arrears of land revenue. The Government shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Government to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by Government.
As e-tender physical submission is not necessary.

Clause 21: The Contractor shall supply at his own cost all material (except such special materials, if any as may, in accordance with the contract, be supplied from the P.W. Departmental stores), plant, tools, appliances, implements, ladders, cordage, tackles, scaffolding and temporary works requisite or proper for the proper execution of the work, whether in the original, altered or substituted from, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefor to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials, failing which the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit or the proceeds of sale thereof, or of sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defense of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of the Contractor be paid for compromising any claim by any such person.

Clause 21 (A): The Contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in connection therewith:

a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.

b) A scaffold shall not be constructed, taken down or substantially altered except:

i) under the supervision of a competent and responsible person; and

ii) as far as possible by competent workers possessing adequate experience in this kind of work.

c) All scaffolds and appliances connected therewith and all ladders shall:

i) be of sound material.

ii) be of adequate strength having regard to the loads and strains to which they will be subjected, and

iii) be maintained in proper condition.
As e-tender physical submission is not necessary.

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d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.

e) Scaffold shall not be over-loaded and so far as practicable the load shall be evenly distributed.

f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.

g) Scaffolds shall be periodically inspected by a competent person.

h) Before allowing a scaffold to be used by his workmen the Contractor shall whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified.

i) Working platform, gangway, stairways shall -

i) be so constructed that no part thereof can sag unduly on unequally.

ii) be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and

iii) be kept free from any unnecessary obstruction

j) In the case of working platform, gangways, working places and stairways at a height exceeding 3.00 meters,

i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety,

ii) every working platform and gangway shall have adequate width; and

iii) every working platform and gangway, working place and stairway shall be suitable fenced.

k) Every opening in the floor of a building or in a working platform shall expect for the time and to the extent require to allow the excess of persons or the transport or shifting of material be provided be suitable means to prevent the fall of persons or material.
l) When persons are employed on a roof where there is a danger of falling from a height exceeding 3.00 meters (to be specified) suitable precautions shall be taken to prevent the fall of persons or materials.

m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.

n) Safe means of access shall be provided to all working platforms and other working places.

o) The Contractor/(s) will have to make payments to labourers as per Minimum Wages Act.

Clause 21 (B) :- The Contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him :-

a) Hoisting machines and tackles, including their attachments, anchorages and supports shall.
   i) be of good mechanical construction, sound material and adequate strength and free from patent defect;  
   and
   ii) be kept in good repair and in good working order.

b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.

c) Hoisting machines and tackles shall be examine and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by the Government.

d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.

e) Every crane driver or hoisting appliance operator shall be properly qualified.

f) No person who is below the age of 18 years shall be in control of any hoisting machine, including any scaffold, or give signals to the operator.

g) In case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension, the safe working load shall be ascertained by adequate means.
h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.

i) In the case of a hoisting machine having a variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated.

j) No part of any hoisting machine or any gear referred to in regulation (h) above shall be loaded beyond the safe working load except for the purpose of testing.

k) Motors, gearing transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards.

l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.

m) Adequate precaution shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

Clause 22 :- The Contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cut or dug up trees, brushwood, grass etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The Contractor shall make his own arrangements for drinking water for the labour employed by him and provide sanitary and other arrangements.

Clause 23 :- Compensation for all damages done intentionally or unintentionally by Contractors labour whether in or beyond the limits of the Government property including any damage caused by the spreading of fire mentioned in Clause 22 shall be estimated by the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damage in the manner prescribed in Clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to Contractor under this contract or otherwise.

The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury the spread sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.
As e-tender physical submission is not necessary.

**Employment of female labour**

Clause 24: The employment of female labours on works in neighborhood of soldiers barracks should be avoided as far as possible. The contractor shall employ the labours from the nearest Employment Exchange.

**Work on Sunday**

Clause 25: No work shall be done on a Sunday without the sanction in writing of the Engineer-in-charge.

**Work not to be sublet**

Clause 26: The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the Contractor assign or sublet his contract, or attempt to do so, or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift loan, perquisite, reward or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract, and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall ensure as if the contract had been rescinded under Clause 3 thereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefor actually performed under the contract.

**Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent.**

Clause 27: All sums payable by a Contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damages sustained, and whether any damage has or has not been sustained.

**Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.**

Clause 28: In the case of tender by partners, any change in the constitution of a firm shall be forthwith notified by the Contractor to the Engineer-in-charge for his information.

**Change in the constitution of firm to be notified.**

Clause 29: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle, for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

**Direction and control of the Superintending Engineer.**
As e-tender physical submission is not necessary.

Dy. E. E.

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Direction and control of the Superintending Engineer.

**Clause 30 (1)**: Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the code, rules then in the force, the decision of the Superintending Engineer of the Circle for the time being shall be final, conclusive and binding on all parties of the contract upon all questions relating to the meaning of the specifications, designs, drawings and instruction hereinafter mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim right, matter or things whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or other conditions, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

**Clause 30 (2)**: The Contractor may within thirty days of receipt by him of any order passed by the Superintending Engineer of the Circle as aforesaid appeal against it to the Chief Engineer, concerned with the contract work or project provided that -

(a) The accepted value of the contract exceeds Rs. 10 lakhs (Rupees Ten lakhs)
(b) Amount of claim is not less than Rs. 1.00 Lakh (Rupees One Lakh).

**Clause 30 (3)**: If the Contractor is not satisfied with the order passed by the Chief Engineer as aforesaid, the Contractor may, within thirty days of receipt by him of any such order appeal against it to the concerned Secretary, Public Works Department/Irrigation Department who, if convinced that Prima-facie the Contractors claim rejected by Superintending Engineer/Chief Engineer is not frivolous and that there is some substance in the claim of the Contractor as would merit a detailed examination and decision by the Standing Committee, shall put up to the Standing Committee at Government level for suitable decision (vide PW Circular No. CAT-1086-CR-110/Bldg.2 Dated 7.5.1986).

**Clause 31**: The Contractor shall obtain from the P.W. Departmental stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required thereof in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtained such stores and articles elsewhere. The value of such stores and articles as may be supplied to the Contractor by the Engineer-in-charge will be debited to the Contractor in his account at the rate shown in the said schedule in from 'A' attached to the Contract and if they are not entered in the schedule, they shall be debited to him at cost price which for the purpose of this Contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.
As e-tender physical submission is not necessary.

**Lump-sum in estimates.**

**Clause 32 :-** When the estimate on which a tender is made includes lump sums in respect of part of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as payable under this Contract for each items, or if the parts of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of this clause.

**Action where no specifications.**

**Clause 33 :-** In the case of any class of work for which there is no such specification as is mentioned in Rule 1 of Form B-1 such work shall be carried out in accordance with the Divisional specifications, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer-in-charge.

**Definition of work.**

**Clause 34 :-** The expression "Work" or "Works" where used in these conditions, shall unless there be something in the subject or context repugnant to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

**Contractor’s percentage whether applied to net or gross amount of bill.**

**Clause 35 :-** The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued.

**Quarry fees and royalties.**

**Clause 36 :-** All quarry fees, royalties, octroi dues and ground rent for stacking materials, if any, should be paid by the contractor.

**Compensation under workmen’s Compensation Act.**

**Clause 37 :-** The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act 1923 (VIII of 1923) (hereinafter call the said Act) for injuries caused to the workmen. If such compensation is payable/paid by the Government as principal under sub-section (1) of Section 12 of the said Act on behalf of the Contractor, it shall be recoverable by the Government from the Contractor under sub-section (2) of the said section. Such Compensation shall be recovered in the manner laid down in Clause 1 above.
As e-tender physical submission is not necessary.

**Clause 37 (A)**: The Contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Government the same shall be recoverable from the Contractor forthwith and be deducted without prejudice to any other remedy of the Government from any amount due or that may become due to the Contractor.

**Clause 37 (B)**: The Contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith:

a) The workers shall be required to use the equipments so provided by the Contractor and the Contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

b) When work is carried on in proximity to any place where there is a risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

c) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

**Clause 37 (C)**: The Contractor shall duly comply with the provisions of "The Apprentices Act. 1961" (III of 1961) the rules made thereunder and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subjected to all the liabilities and penalties provided by the said Act and said Rules.

(Govt. Circular No. CAT-6076/3336/(400)/Bldg.2 dt. 16-8-1985.)

**Clause 38**: (1) Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender or estimate.

(2) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rates shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing a different percentage of permissible variation in the quantity of the item does not exceed the tender quantity by more than 25 percent and so long as the value of the excess quantity beyond this limit at the rate of the items specified in the tender, is not more than Rs.5,000/-

Contractor

No. of Corrections

Executive Engineer
As e-tender physical submission is not necessary.

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(3) The contractor shall if ordered in writing by the Engineer so to do, also carry out any quantities in excess of the limit mentioned in sub-clause (i) hereof on the same conditions as and in accordance with the specifications in the tender and at the rates (i) derived from the rates entered in the current schedule of rates and in the absence of such rates (ii) at the rates prevailing in the market. The said rates increased or decreased as the case may be, by the percentage which the total tendered amount bears to the estimated cost of the work as put to tender based upon the schedule of rates applicable to the year in which the tenders were accepted. *(For the purpose of operation of this clause, this cost shall be as worked out from D.S.R. prevailing at the time of acceptance of tender.)*

(4) Claims arising out of reduction in the tendered quantity of any item beyond 25 percent will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 percent at the rate of the item specified in the tender is more than Rs.5,000/- (The clause is not applicable to extra items.)

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**Clause 39** - The Contractor shall employ any famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

**Clause 40** - No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or, in the case of clearance works, on account of any delay in according sanction to estimates.

**Clause 41** - No compensation shall be allowed for any delay in the execution of the work on account of water, standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in borrow pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.

**Clause 42** - The Contractor shall not enter upon or commence any portion of work except with written authority and instructions of the Engineer-in-charge or his subordinate in charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of the payment for work.

**Clause 43 (i):**- No contractor shall employ any person who is under the age of 18 years.

(ii) No contractor shall employ donkeys or other animals with breaching of string or thin ropes. The breaching must be at least three inches wide and should be of tape (Nawar).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
As e-tender physical submission is not necessary.

Dy. E. E.

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(iv) The Engineer-in-charge or his Agent is authorized to remove from the work, any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion of the work by such removal.

(v) The contractor shall pay fair and reasonable wages to the workmen employed by him, in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer shall be conclusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Government at the sanctioned tender rates.

(vi) Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.

(vii) All facilities provided in the contract labour (Regulation and Abolition Act 1971), The Maharashtra Contract Labour Regulation and Abolition Rule 1971 should be provided.

Clause 44 :- Payment to contractors shall be made by cheque drawn on any treasury within the division convenient to them, provided the amount exceeds Rs.10. Amounts not exceeding Rs.10 will be paid in cash.

Clause 45 :- Any contractor who does not accept these conditions shall not be allowed to tender for works.

Clause 46 :- If Government declares a state of scarcity of famine to exist in any village situated within 10 miles of the work the Contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer, or by any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the Contractor.

Contractor                                No. of Corrections                           Executive Engineer
As e-tender physical submission is not necessary.

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<th>Contractor</th>
<th>No. of Corrections</th>
<th>Executive Engineer</th>
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<td>Dy. E. E.</td>
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</table>

Clause 47 :- The price quoted by the Contractor shall not in any case exceed the control price, if any, fixed by Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description of goods under the provision of Hoarding and Profiteering Prevention Ordinance, 1948 as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance the Contractor will specifically mention this fact in his tender alongwith the reasons for quoting such higher prices. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform with the controlled price on the permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the Contractor.

Clause 47 (A) :- The tender rates are inclusive of all taxes, rates, cesses and are also inclusive of leviable tax in respect of sale by transfer of property in goods involved in the execution of a work contract under the provision of Rule -58 of Maharashtra Value Added Tax Act- 2005, for the purpose of levy of Tax.

(As per GR.No. BDG-2005/CR-324/Bldg-2 Dt.3/3/2006)

Clause 48 :- The rates to be quoted by the Contractor must be inclusive of VAT Tax and all other relevant taxes. No extra payment of this account will be made to the Contractor.

Clause 49 :- In case of materials that may remain surplus with the Contractor from those issued for the work contracted for, the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of sales tax and the sales tax will be recovered on such sale.

Clause 50 :- The Contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labour and shall give preference to those persons enrolled under Maharashtra Government Employment and Self Employment Department's Scheme.

Provided, however, that if the required unskilled labours are not available locally, the Contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission, in writing of the Executive Engineer-in-charge of the said work, obtain the rest of requirement of unskilled the labour from outside the above scheme.
As e-tender physical submission is not necessary. 

**Clause 51**: The contractor shall pay the labours (skilled and unskilled) according to the wages prescribed by the minimum wages Act of 1948 applicable for the area in which the works of the contract is located. The contractor shall comply with the provision of the Apprentices Act, 1961, and the rules and orders issued thereunder from time to time, if he fails to do so his failure will be a breach of the contract and the Superintending Engineer, may in his discretion may cancel the contract. The Contractor shall also be liable, for any precautionary liability, arising on account of any violation by him of the provision of Act.

The contractor shall pay laborers skilled and unskilled according to the wages prescribed by the Minimum Wages Act, of 1948 applicable to the area in which work lies.

The contractor to take precautions against accidents which take place on account of labour using loose garments while working machinery.

**Clause 52**: All amounts whatsoever which the contractor is liable to pay to the Government in connection with the execution of the work including the amount payable in respect of (i) materials and/or stores supplied/ issued hereunder by the Government to the contractor. (ii) hire charges in respect of heavy plant, machinery and equipment given on hire, by the Government to the contractor for execution by him of the work and/or on which advances have been given by the Government to the contractor shall be deemed to be arrears of Land Revenue and the Government may without prejudice to any other rights and remedies of the Government recover the same from the contractor as arrears of land revenue.

(CAT-1274/40364/Desk-2 dt. 7-12-76)

**Clause 53**: The Contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages particularly to workmen employed by the Contractor and working on the site of the work. In particular the Contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971. If the Contractor fails or neglects to pay wages at the said rates or makes short payment and the Government makes such payment of wages in full or part thereof less paid by the Contractor as the case may be the amount so paid by the Government to such workers shall be deemed to be arrears of land revenue and the Government shall be entitled to recover the same as such from the contractor or deduct the same from the amount payable by the Government to the Contractor hereunder or from any other amount/s payable to him by the Government.
Clause 54: The contractor shall engage apprentice such as bricklayer, carpenter, wiremen, plumber, as well as blacksmith by recommended by the State Apprenticeship Advisor Director of Technical Education, Dhobi Talaw, Mumbai 400 001. In the construction work (as per Government of Maharashtra, Education Government No. TSA/5170/T5689, dated 7.7.1972).

Clause 55: (Government of Maharashtra P.W.D. Resolution No. CAT/1086/CR-243/K/Bldg.32 Dt. 11.8.1987)

A. The anti malaria and other health measures shall be as directed by the joint Director (Malaria and Filaria) of Health Service, Pune.

B. Contractor shall see that mosquito-genic conditions are not created so as to keep vector population to minimum level.

C. Contractor shall carry out anti-malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director (M & F) of Health Services, Pune.

D. In case of default in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay to Corporation the amount spent by Government on anti malaria measures to control the situation in addition to fine.

E. RELATIONS WITH PUBLIC AUTHORITIES

The Contractor shall make sufficient arrangements for draining away the sewage water as well as water coming from the bathing and washing places and shall dispose of this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers. The Contractor shall comply with all rules, regulations, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are leviable on him without any extra cost of Government.

As e-tender physical submission is not necessary.

Dy. E. E.

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ADDITIONAL CONDITIONS / INSTRUCTIONS TO TENDERERS
WHILE TENDERING FOR THE WORKS

Person tendering for the work covered by the Schedule will be required to complete the work within the periods specified below:

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<tr>
<th>Name of Work</th>
<th>To start from the date of issue of work order</th>
<th>To complete.</th>
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<tr>
<td>Construction of Sakav at Phansgaon Mahalaxmi Mandir Baudhawadi Vahal Tal Deogad, Dist- Sindhudurg.</td>
<td></td>
<td>Within Six (06) calendar month (including monsoon)</td>
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1. **COMPETANCY OF TENDER**:
   The work will be awarded only to those contractors who are considered to be substantially responsive bidders, capable of performing the class of work to be completed. Before passing the final award any or all bidders may have to show that they have the necessary experience, facilities, ability and financial resources to execute the work in satisfactory manner and also within the stipulated time.

2. **PAYMENTS**:
   The tenderers must understand clearly that the rates quoted are for completed work and include all costs due to labour, all leads and lifts involved and if further necessitated, scaffolding plant, supervision, service works, power, royalties, octroi taxes etc. and to include all to cover the cost of lighting on night work if any and round the clock work as and when required and no claim for additional payment beyond the prices or rates quoted will be entertained and the tenderers shall not be entitled subsequently to make any claim on the ground of any representation or on any promise by any person ( whether member in the employment of any Public Works Department or not ) or on the ground of any failure on his part to obtain all necessary information for the purpose of making his tender and fixing the several prices and rates therein relieve him from any risks or liabilities arising out of the tender.

a) **RUNNING BILLS**:
   Two payments in a month will be granted by the Engineer-in-charge if the progress is satisfactory. Contractor should submit bills to the Engineer-in-charge in appropriate forms.

b) **FINAL BILL**:
   The contractor should submit final bill within one month after completion of the work and the bill will be paid within 5 months if it is in order. Disputed item and claims if any shall be excluded from the final bill and settled separately later on.

c) **Additional condition about availability of Funds**:
   "The budget provision for this work is less at present. The payment of bills will be made as per the availability of funds. No claims will be entertained for delayed payments."

"If situation arises, the work will be stopped at safe stage and will be withdrawn under Clause 15 for which no compensation will be allowed."
3. **ERASER**:

Persons tendering are informed that no erasers of any alterations by them in the text of the documents set herewith will be allowed and any such eraser or an alteration will be disregarded. If there is any error in writing, no overwriting should be done but the wrong words or figures should be struck out and the correct one written above or near it in an unambiguous way. Such correction should be initialed and dated.

4. **ACCEPTANCE**:

Intimation of acceptance of tender will be given by a telegram or a letter sent by Registered Post to the address given below the signature of the tenderer in the tenders. The tenders which do not fulfill any of the above conditions or those in the form and which are incomplete in any respect shall be liable for rejection.

5. **PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR TO PREVENT ACCIDENT**:

i) No live electric lines should be allowed to run along the ground in the blasting zone and they should be at least about 10 ft. above ground if not more.

ii) The wiring cable should not be taken near the live electric line and it should be preferably shot firing cable as supplied by the supplier of explosives. If such a cable is not available a substitute cable recommended by the explosive suppliers should only be used. Under no circumstances should cable made up of several pieces jointed and tapped be used.

iii) The blasting shed from where the exploder is to finally operated should be at least 150 metre away from the area to be blasted. It should have a strong roof which can withstand the impact of flying stones at this range.

iv) Only trained hands should be allowed to handle explosives, cable detonators etc.
6.1 **CONTRACTOR TO INFORM HIMSELF FULLY** :

The contractors shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of the work and to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information to the best of the knowledge of Department but without any guarantee about it.

If he shall have any doubt as to the meaning of any portion of these general conditions or the special condition, to the scope of working of the specifications and drawings or any other matter concerning the contract, he shall in good time, before submitting his tender, set forth the particulars thereof and submit them to the Engineer in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided in accordance with tender conditions in the absence of such authentic pre-clarification.

6.2 **ERROR, OMISSIONS AND DISCREPANCIES** :

(A) In case of errors, omissions and/or disagreement between written and scaled dimensions in the drawing or between the drawings and specifications etc., The following order of preference shall apply.

(I) Between actual scaled and written dimensions or descriptions on a drawing, the latter shall be adopted.

(II) Between the written or shown description of dimensions in the drawing and corresponding one in the specifications, the latter shall apply.

(III) Between the quantities shown in schedule of quantities and those arrived at from the drawings, the latter shall be preferred.

(B) In all cases of omission and/or doubts of discrepancies in the dimensions or description of any item or specifications, a reference shall be made to the Engineer, whose elucidation, elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.
6.3 **WORKING METHODS AND PROGRESS SCHEDULES**

(a) The Contractor shall submit within the time stipulated by the Engineer-in-charge in writing the details of actual methods that would be adopted by the Contractor for the execution of any item as required by Engineer at each of the location, supported by necessary detailed drawing and sketches including those of the plant and machinery that would be used their locations arrangement for conveying and handling materials etc. and obtain prior approval of the Engineer-in-charge well in advance of starting of such item of work. The Engineer-in-charge reserves the right to suggest modifications or make corrections in the method proposed by the contractor whether accepted previously or not at any stage of the work to obtain the desired accuracy, quality and progress which shall be binding on the contractor. No claim on account of such change in method of execution will be entertained by Government so long as specification of the item remain unaltered. The full responsibility for the safety an idea used of the methods adopted by the contractor, will however, rest on the contractor, irrespective of any approval given by the Engineer.

**PROGRESS SCHEDULE**

(b) The Contractor shall furnish within the period stipulated in writing by the Engineer-in-charge of the order to start the work, progress schedule in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and anticipated completion date of each major item of work to be done by him, also indicating and setting up materials, plants and machinery.

(c) The Contractor shall employ sufficient plant, equipment and labour as may be necessary to maintain the progress schedule. The working and shift hours restricted to one shift a day for operations to be done under the Government supervision shall be such as may be approved by the Engineer-in-charge. They shall not be varied without the prior approval of the Engineer. Night work requiring supervision shall not be permitted expect when specifically allowed by Engineer on each item, if requested by Contractor. The Contractor shall provide necessary lighting arrangements etc. for night work as directed by the Engineer without extra cost to Government.

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CONSTRUCTION EQUIPMENT AND LOCATION:

I) The Contractor shall be required to give a trial run of the equipment’s for establishing, their capability to achieve the laid down specifications and tolerance to the satisfaction of the Engineer before commencement of the work. All equipment provided shall be of proven efficiency and shall be operated and maintained at all times, in a manner acceptable to the Engineer and no equipment or personnel will be removed from site without permission of the Engineer.

6.4 TREASURE TROVE:

In the event of discovery by the Contractor or his employees, during the progress of the works of any treasure, fossils, minerals or any other articles or value of interest, the Contractor shall give immediate intimation thereof to the Engineer such treasure of things which shall be the property of the Government.

6.5 QUARRIES:

6.5.1 The Contractor (s) shall have to arrange himself / themselves to procure the quarry. However necessary assistance without any extra cost to Government will be rendered by the Department for procuring the quarries if required by the Contractor.

6.5.2 The quarrying operation shall be carried out by the Contractor with proper equipment such as compressor, jack-hammers, drill bits, explosives etc. and sufficient numbers of workmen shall be employed so as to get the required out-turn.

6.5.3 The Contractor shall carry out the works in the quarries in conformity with all the rules and regulations already laid down or that may be laid down from time to time by the Government. Any cost incurred by the Government due to noncompliance of any rules or regulations or due to damages by the Contractor shall be the responsibility of the Contractor. The Engineer-in-charge or his representative shall be given full facility by the Contractor for inspection at all times of the working of the quarry, records maintained, the stocks of the explosives and detonators etc. So as to enable him to check that the working records and storage are all in accordance with the relevant rules. The Engineer-in-charge or his representative shall at any times be allowed to inspect the work, building and equipment at the quarters.
6.5.4 The Contractor shall maintain at his own cost the books, registers etc. required to be maintained under the relevant rules and regulations and as directed by the Engineer-in-charge. These books shall be open for inspection at all times by the Engineer-in-charge or his representative and the Contractor shall furnish the copies or extract of books or registers as and when required.

6.5.5 All quarrying operations shall be carried out by the Contractor in organized and expeditious manner, systematically and with proper planning. The Contractor shall engage licensed blasters and adopt electric blasting and / or any other approved method which would ensure complete safety to all the men engaged in the quarry and its surroundings. The Contractor shall himself provide suitable magazines and arrange to procure and store explosives etc. as required under the rules at his own cost. The designs and the location of the magazine shall be got approved in advance from the Chief Inspector of Explosives and the Rules and Regulations in this connection as laid down by the Chief Inspector of Explosives from time to time shall be strictly adhered to by the Contractor. It is generally experienced that it takes time to obtain the necessary license for blasting and license for storage of materials from the concerned authorities. The Contractor must therefore, take timely advance action for procuring all such licenses so that the work progress may not be hampered.

6.5.6 The approaches to the quarrying place from the existing public roads shall have to be arranged by the Contractor at his own cost and the approaches shall be maintained by the Contractor at his own cost till the work is over.

6.5.7 The Quarrying operations shall be carried out by the Contractor to the entire satisfaction of the Engineer-in-charge and the development of the quarry shall be made efficiently so as to avoid wastage of stones. Only such stones as are of the required quality shall be used on the work. Any stone which is in the opinion of the Engineer-in-charge , not in accordance with the specifications or of required quality will be rejected at any time, at the quarry or at the site of work. The rejected stones shall not be used on the work and such rejected materials shall be removed to the place shown at the Contractor's cost.
6.5.8 Since all stones quarried from Government quarry (if made available) by the Contractor including the excavated over burden are the property of the Government, no stones or earth shall be supplied by Contractor to any other agencies or works and are not allowed to be taken away for any other works. All such surplus quarried materials not required for work under this contract shall be the property of the Government and shall be handed over by the Contractor to the Government free of cost at the quarry site duly heaped at the spots indicated by the Engineer-in-charge.

6.5.9 Quarrying permission will have to be directly obtained by the Contractor, from the Collector of the District concerned for which purpose the Department will render necessary assistance. All quarry fees, royalty charges, Octroi duties, ground rent for staking material etc. if any to be paid, shall be paid directly by the contractor as per prevailing rules in force.

6.5.10 The Contractor will be permitted to erect structure such as store, office, huts for the labours at his own risk and cost at the quarry site, if suitable vacant space in Government area is available for the purpose, at places approved by the Engineer-in-charge. On completion of the work the Contractor shall remove all the structures erected by him and restore the site to its original condition.

6.5.11 The Contractor shall not use any land in the quarry for cultivation or for any other purpose except, that required for breaking or stacking or transporting stones.

6.6 **COLLECTION OF MATERIALS :-**

(I) Where suitable and approved P.W. Department's quarries exist the Contractor or piece worker will be allowed if otherwise there is no objection to obtain the materials to the extent required for the work from the quarry. He will be, however, liable to pay compensation, if any damage caused to the quarry either deliberately or through negligence or for wastage of materials by himself or his staff or labour. The Contractor shall pay necessary royalty in advance and claim refund according to rules, if admissible and shall submit detailed accounts of materials quarried as directed.
(II) Where no suitable P.W. Department's quarries exist or when the quantity of the material required cannot be obtained from a P.W. Department quarry, the Contractor or piece worker shall make his own arrangements to obtain the material from existing or a new quarry in Government waste land, private land or land belonging to other States or Talukas etc. After opening the quarry but before starting collection, the quarry shall be got approved from the Engineer-in-charge or his representatives. The Contractor or piece worker shall pay all royalty charges, compensation etc. No claims or responsibility on account of any of obstructions caused to execution of the work by difficulties arising out of private owners of the land will be entertained.

(III) The rates in the tender, include all incidental charges such as opening of a new quarry, opening out a new portion in an existing quarry, removing top soil and the unsuitable material, dewatering, quarry, cost of blasting powder and fuse, lift and lead, repairs to existing cart tracks, making new cart tracks, control charges, Central/State Government or Municipal Taxes, etc.

(IV) The rates in the tender are for the delivery of the approved material on roadside, properly stacked at the places specified by the Engineer-in-charge and are inclusive of conveyance charges in respect of the leads and lifts. No claims on account of changes in lead will be entertained.

(V) No material shall be removed from the land within the road boundary or from the land touching it without the written permission of the Engineer-in-charge or his authorised agent. If any material is unauthorisely obtained from such places, the Contractor or piece worker shall have to make good the damages and pay such compensation, in addition as may be decided by the Executive Engineer and will have to stop further collection.

(VI) Any material that falls on any P.W.D. Road from the cart etc. during conveyance shall be immediately picked up and removed by the Contractor or piece worker, failing which it will be got removed departmentally at his cost. No heap shall be left prior to stacking even temporarily on the road surface or in any way so as to cause any obstruction or danger to the traffic. The Contractor or the piece worker shall be liable to pay for any claims of compensation etc. arising out of any accident, etc.
As e-tender physical submission is not necessary.

Any such materials causing obstruction or danger etc. will be got removed departmentally at his cost and no claim for any loss or damage to the material, thus removed will be entertained. The Contractor shall also be responsible for the damage or accident etc. arising out of any material that falls on the road or track, not in charge of the Department and shall attend to any complaints which may be received.

(VII) The materials shall not be stacked in place where it is liable to be damaged or lost due to traffic passing over it, to be washed away by rain or floods, to be buried under the landslides etc. or the slip down an embankment or hill side etc. No claims for any loss due to these and similar causes will be entertained.

(VIII) Before stacking, the materials shall be free from all earth, rubbish, vegetable matter and other extraneous substance and in the case of metal, screened to gauge if so directed when ready. It shall be stacked entirely clear of the road way on ground which has been cleaned of vegetation and leveled. On high banks, ghat roads etc. where it may not be practicable to stack it entirely clear of the roadway, it may be stacked with the permission of the Engineer-in-charge on terms in such a way as to cause minimum danger and obstruction to the traffic or as may be directed by him.

(IX) The size of the stack of the materials other than rubble shall be 3 x 1.5 x 0.60 metre or such other size as may be directed by the Engineer-in-charge and all but one stack in 200 metres shall be of the same uniform size and shall be uniformly distributed over whole lengths. One stack (at the end) in each 200 metres may be of length different from the rest in order to adjust total quantity to be required but its width and height will be the same as those of the rest.

(X) The Sub Divisional Officer shall supply the Contractor with statement showing 200 metres wise quantities that will be required and the order in which the collection is to be done. No materials in excess of requirements in that 200 metres shall be stacked. Any excess quantity shall be removed at the expense of the Contractor or piece worker to where it is required before the material in that 200 metres is finally measured.
(XI) In stacking materials the deposition shall commence at the end of the Kilometre farthest from the quarry and be carried continuously to the other end (unless otherwise directed by the Executive Engineer). Stacking in one 200 metres shall be completed before it is started in another unless directed otherwise in writing by the Executive Engineer. Measurements of the materials stacked in a 200 metres will not be recorded until the full quantity required has been stacked unless otherwise authorised by Engineer In writing. Collection and spreading shall not be carried out at the same time in one and the same Kilometre or in two adjoining Kilometre except with the written permission of the Executive Engineer.

(XII) Unless otherwise directed, the materials shall be collected in the following order according to availability of space. (1) Rubble (if included in tender) (2) Metal (3) Soft murum and (4) Hard Murum. Hard murum shall been stacked on the side opposite to that on which soft murum has been stacked. Similarly, metal collected for petty repairs shall be stacked on the side opposite to metal for new layer. Where Metal for two layer has to be stacked. as in the case of new roads, the metal for each layer shall be stacked on the opposite sides of the road.

(XIII) All road materials shall be examined and measured before it is spread. The labour for measurements ( and check measurements wherever carried out ) shall be supplied by the Contractor or piece worker. Immediately after the measurements are recorded, the stacks shall be marked by the contractor or piece worker by white wash or otherwise as may be directed by the Executive Engineer to prevent from any possibility of the same material being measured and recorded over again and to prevent any unauthorized tampering with the stacks. If the contractor or the piece worker fails to attend the measurements of materials after receiving the notice from the Sub Divisional Officer or his subordinate stating date and time of the intention to measure the work, the same shall be measured nevertheless and no complaint in this respect will be entertained later-on. If the contractor or piece worker fails to supply

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sufficient labour or the materials required at the time measurements or check measurements, after due notice has been given to him, the expenses incurred on account of employing departmental labour or material etc. shall be charged against his account.

(XIV) No deduction will be made for voids.

6.7 **AGENT AND WORK ORDER BOOKS**:-

The contractor shall himself engaged an authorised all time agent on the work capable of managing and guiding the work and understand the specifications and contract condition. A qualified and experienced, Engineer shall be employed by the contractor as his agent for technical matters in case the Engineer-in-charge considers this as essential for the work and so directs contractors. He will take orders as will be given by the Executive Engineer or his representative and shall be responsible for carrying them out.

This agent shall not be changed without prior intimation to the Executive Engineer and his representative on the work site. The Engineer-in-charge have the unquestionable right to ask for change in the quality and strength of contractor’s supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such orders and effect replacements to the satisfaction of the Engineer-in-charge.

A work order book shall be maintained on site and it shall be the property of the Government and the contractor shall promptly sign orders given therein by the Executive Engineer or his representative and his superior officers and comply with them.

The compliance shall be reported by the Contractor to the Engineer in good time so that it can be checked. The blank work order with machine numbered pages will be provided by the Department free of charge for this purpose. The contractor will be allowed to copy out instructions therein from time to time. The orders issued by the Government in P. W. department from time to time regarding Construction procedure shall be binding on the contractor in addition to the specifications contained in P.W.D. hand book Volume I and II book of standard specification of P.W. Department and the specifications enumerated above.
6.8 **INITIAL MEASUREMENTS FOR RECORD** :-
Where for proper measurement of work, it is necessary to have initial set of levels or other measurements taken, the same as recorded in the authorised field book or measurement book of Government by the Engineer or his authorised representative will be signed by the Contractor who will be entitled to have a true copy of the same made at his cost. Any failure on the part of the Contractor to get such levels etc. recorded before starting the work will render him liable to accept the decision of the Engineer as to the basis of taking measurements. Like-wise the Contractor will not cover any work which will render its subsequent measurements difficult or impossible without first getting the same jointly measured by himself and the authorised representative of the Executive Engineer. The record of such measurements on the Government side will be signed by the Contractor and he will be entitled to have a true copy of the same made at his cost.

6.9 **HANDING OVER OF WORK** :-
All the works and materials before finally taken over by Government it will be the entire liability of the Contractor to guard, maintain and make good any damage of any magnitude. Interim payments made for such work will not alter this position. The handing over by the Contractor and taking over by the Executive Engineer or his authorised representative will be always in writing copies of which will go to the Executive Engineer or his authorised representative and the Contractor. It is however, understood that before taking over such work, Government will not put it into regular use as distinct from casual or incidental one, expect as specifically mentioned elsewhere in this contract, or as mutually agreed to.

6.10 **ASSISTANCE IN PROCURING PRIORITIES, PERMITS ETC** :
The Engineer on a written request by Contractor will, if in his opinion the request is reasonable and in the interest of work and its progress, assist the Contractor in securing, the priorities for deliveries, transport, permits for controlled materials etc. where such are needed. The Department will not however be responsible for the non-availability of such facilities or delays on this behalf and no claims on account of such failure of delays shall be allowed by the Department.
The Contractor shall have to make his own arrangement for machinery required for the work. However if the same is conveniently available with the Department it may be spared as per the rules in force on recovery of necessary Security Deposit and rent at the rate approved from time to time by the independent agreement to this contract and the supply or non supply of machinery shall not form a ground for any claim or extension of time for this work.

7. **SAMPLES AND TESTING OF MATERIALS**:

i) All materials to be used on work, such as cement, lime, aggregates, stone, asphalt, etc. shall be got approved in advance from the Engineer-in-charge and shall pass the tests and analysis required by him, which will be:

   a) as specified in the specifications of the items concerned and/or

   b) Red book

   c) as specified by the Indian Road Congress Standard Specification and code of practice for Road and Bridges or

   d) I.S.I. Specifications (whichever and wherever applicable) or

   e) As per M.O.R.T. & H specifications for Roads and Bridges latest edition Section 900 quality control for road work.

   f) Such recognized specifications acceptable to the Engineer-in-charge as equivalent there to or in the absence of such authorised specifications

   g) Such requirements test and/or analysis as may be specified by the Engineer-in-charge in the order of procedure given above.

ii) The Contractor shall at his risk and cost make all arrangement and/or shall provide for all such facilities as the Engineer-in-charge may require for collecting, preparing required number of samples for test or analysis at such time and to such places as may be directed by Engineer and bear all such charges, such samples shall also be deposited with Engineer-in-charge.
iii) The Contractor shall as and when required submit at his cost the samples of materials to be tested or analyzed and if, so directed, shall not make use of or incorporate in the work any material represented by the samples until the required test or analysis have been made and after the test of the materials, finally accepted by the Engineer-in-charge.

7.1 **QUALITY CONTROL ON WORKS AND MATERIALS**: The Contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall, therefore, have his own independent and adequate set up for ensuring the same. This shall include establishing field laboratory for testing required for W. B. M. & B. T. works. The plant laboratory shall be equipped with the equipment’s and apparatus required for the testing. The list of various, equipment’s/apparatus is enclosed at page no. 123 and 124 for information and guidance of the contractor. These equipment’s shall be in working condition. The engineer in charge of the work will verify these equipment’s in the laboratory at plant site. The work shall not be started (particularly the hot mix B. T. work) unless and until the laboratory is equipped with equipment’s, (Ref. Page No. 123 and 124) Asphalt testing laboratory shall be established by the contractor at his cost preferably at his plant site and all asphalt consignments shall be tested in his laboratory before putting it to use in the presence of representative of Engineer in charge.

7.2 **CO-ORDINATION**: When several agencies for different sub-works of the project are to work simultaneously on the project site, there must be full coordination between the contractors to ensure timely completion of the whole project smoothly. The scheduled dates for completion specified in each contract shall therefore, be strictly adhered to. Each contractor may make his independent arrangements for water, power, housing etc. if they so desire. On the other hand the Contractor are at liberty to come to mutual agreement in this behalf and make joint arrangements with the approval of the Engineer. No Contractor shall take or cause to be taken any steps or action that may cause, disruption, discontent, or disturbance of work, labour or arrangement etc. of the contractor in the project localities. Any action by any Contractor which the Engineer in his unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the contract conditions and shall be dealt-with accordingly.

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<th>Executive Engineer</th>
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In case of any dispute of disagreement between the Contractors, the Engineer’s decision regarding the co-ordination, co-operation and facilities to be provided by any of the Contractor shall be final and binding on the contractors concerned and such a decision shall not vitiate any contract nor absolve the Contractor of his obligations under the contract nor consider from the grounds for any claim or compensation.

7.3 **TEMPORARY QUARTER AND SITE OFFICE**
The Contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangements for housing such staff with all necessary amenities. General layout plan for such structures shall be got approved from the Engineer-in-charge. It will be the responsibility of the Contractor to get his lay out plan of temporary structure approved from the local competent authority.

7.4 **PAYMENTS**
The Contractor must understand clearly that the rates quoted are for completed work and include all costs due to labour scaffolding, plant, machinery, power, royalties, octroi taxes etc. and should also include all expenses to cover the cost of lighting, night work if and when required and no claim for additional payment beyond the rates quoted will be entertained.

7.5 **PATENTED DEVICES, MATERIALS AND PROCESSES**
When the Contractor desires to use any designed device, materials or process covered by letter of patent or copy right, the right for such use should be secured by suitable legal arrangement and agreement with patent owner and a copy of their agreement shall be filed with the Engineer-in-charge if so desired by the latter.

7.6 **WATER SUPPLY**
Availability of adequate water for works and sources thereof shall be confirmed by the Contractor before submitting the tender.
The Contractor shall make his own arrangements at his own cost for entering into contract with concerned authorities for obtaining the connection and carry the water upto the work site as required by him. The location of the pipe line with respect to the road shall be decided by Engineer-in-charge and shall be binding on the Contractor.
The Contractor is advised to provide water storage tank of adequate capacity to take care of possible shutdown of water supply system.

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The Contractor shall have to supply water required by the Department for its establishment at work site. The water consumed by the Department will be metered. For providing the meter permission, if necessary will be arranged by the Department. Charges for the water consumed by the Department will be paid to the Contractor at the rates of 125% of the recurring costs or actually charged to him by concerned authorities and no other charges would be payable by the Department.

7.7 **ELECTRICITY**:

The Contractor will have to make his own arrangement at his own cost for obtaining or providing electric supply at work site.

Electrical supply for the Departments use at work site shall be provided by the contractor. No charges would be payable by the Department.

8. **SAFETY MEASURES AND AMENITIES**:

8.1 **SAFETY MEASURES**:

The Contractor shall take all necessary precautions for the safety of the workers and preserving their health while working on such job as require special protection and precautions wherever required. The following are some of the requirements listed, through not exhaustive. The contractor shall also comply with the directions issued by the Engineer in this behalf from time to time and at all times.

(1) Providing protective foot-wear to workers, in situations like mixing and placing of mortar or concrete, in quarries and place where the work is to be done under too much wet conditions as also for movements over surfaces infected with oyster growth etc.

(2) Providing protective head ware to workers, working in quarries etc. to protect them against accidental fall of materials from above.

(3) Taking such normal precautions like providing hand rails to the edges of the floating platform or barges, not allowing nails or metal parts or useless timber to spread around etc.
8.2 **AMENITIES**:

(i) Supporting workmen with proper belts, ropes etc. when working on any masts, cranes, grabs, hoist, dredger etc.

(ii) Taking necessary steps towards training the workers concerned of the use of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working.

(iii) Providing adequate number of boats (if at all required for plying in water) to prevent overloading and over-crowding.

(iv) Providing life belts to all men working at such situations from where they may accidentally fall into water. Equipping the boots with adequate number of life boats etc.

(v) Avoiding bare live-wires etc. as would electrocute workers.

(vi) Making all platforms, stagings and temporary structures sufficiently strong and not causing the workmen and supervisory staff to take undue risks.

(vii) Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate first aid treatment in case of accidents due to suffocation, drowning and other injuries.

(viii) Take all necessary precautions with regard to use of divers.

(ix) Providing full length gum boots, leather hand gloves, leather jackets with fireproof aprons to cover the chest and black reaching upto knees plain goggles for the eyes to the labour working with hot asphalt handling vibrators in cement concrete and also where use of any or all these items is, essential in the interest of health and well being of the labourers in the opinion of the Engineer.

8.3 **EXPLOSIVE**:

The Contractor shall at his own expense construct and maintain proper magazines, if such are required for the storage of explosives for use in connection with the work and such magazines, being situated constructed and maintained in accordance with the Government Rules applicable in that behalf. The Contractor shall at his own expenses obtain such license or licenses as may be necessary for storing and using explosives. Notwithstanding that the location etc. or storage of explosives are approved by the Engineer, the Government, shall not bear any responsibility whatsoever in connection with the storage and use of explosives on the site or any accident or occurrence whatsoever in connection therewith, all operations of the Contractor in or for which explosives employed being at the risk of contractor and upon his sole responsibility and the Contractor hereby gives to Government an absolute indemnity in respect thereof.
8.4 **DAMAGE BY FLOODS OR ACCIDENTS**

The contractor shall take all precautions against damage by floods or from accident etc. No compensation will be allowed to the Contractor on this account or for correcting and repairing any such damage to the work during construction. The Contractor shall be liable to make good at his cost any plant or materials belonging to the Government lost or damaged by floods or from any other cause while is in his charge.

8.5 **RELATION WITH PUBLIC AUTHORITIES**:

The Contractor shall comply with all rules, regulations, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall himself pay all charges which are leviable on him without any extra cost to the Government.

**POLICE PROTECTION**:

For the Special Protection of camp of the Contractor's works, the Department will help the Contractor as far as possible to arrange for such protection with the concerned authorities, if so required by the contractor in writing. The full cost of such protection shall be borne by the Contractor.

8.6 **INDEMNITY**:

The Contractor shall indemnify the Government against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the contractor in execution of or in connection with the work of this contract and against any loss or damage to the Government in consequence to any action or suit being brought against the Contractor for anything done or committed to be done during the execution of this contract.

The Government may at its discretion and entirely at the cost of the contractor defend such suit, either jointly with the Contractor or single in case the latter chooses not to defend the case.
MEDICAL AND SANITARY ARRANGEMENTS TO BE PROVIDED FOR
LABOUR EMPLOYED IN THE CONSTRUCTION BY THE CONTRACTOR

a) The Contractor shall provide an adequate supply of pure and wholesome water for
the use of labourers on work and in camps.

b) The Contractor shall construct trench or semi permanent latrines for the use of the
Labourers. Separate latrines shall be provided for men and women.

c) The Contractor shall build sufficient number of huts on a suitable plot of land for use
of the labourers according to the following specifications :-

   1. Huts with Bamboo’s and Grass may be constructed.
   2. A good site not liable to submergence shall be selected on high ground remote
      from jungle but well provided with tress, shall be chosen wherever it is available.
      The neighborhood of tank, jungle, trees or wood should be particularly avoided,
      Camps should not be established close to large cutting of earth work.
   3. The lines of huts shall have open space of at least ten metres between rows.
      When a good natural site cannot be procured, particular attention should be given to
      the drainage.
   4. There should be no overcrowding. Floor space at the rate of 3 Sq. metre per head
      shall be provided. Care should be taken to see that the huts are kept clean and in
      good order.
   5. The Contractor must find his own land and if he wants Government land, he
      should apply for it. Assessment for it, if demanded will be payable by Contractor.
      However the Department does not bind itself for making available the required land.

   a) The Contractor shall construct a sufficient number of bathing places,
      Washing places should also be provided for the purpose of washing clothes.
   b) The Contractor shall engage a Medical Officer with a travelling dispensary
      for a Camp containing 500 or more persons if there is no Government or other
      private dispensary situated with 8 Kms. from the camp. In case of emergency the
      Contractor shall arrange a this cost of transport for quick medical help to his sick
      worker.
   c) The Contractor shall provide the necessary staff for effecting satisfactory
      conservancy and cleanliness of the camp to the satisfaction of the Engineer-in-
      charge. At least one sweeper per 200 persons should be engaged.
d) The Assistant Director of Public Health shall be consulted before opening a labour camp and his instruction on matters such as water supply, sanitary conveniences, the camp site accommodation and food supply shall be followed by the Contractor.

e) The Contractor shall make arrangements for all antimalarial measures to provided for the labours employed on the work. The antimalarial measures shall be provided as directed by the Assistant Director of Public Health.

f) The anti-malaria and other health measures shall be as directed by the Joint-Director (Malaria and Filaria) Health Services, Pune.

g) Contractor shall see that mosquitogenic condition are not created so as to keep vector populations to minimum level.

h) Contractor shall carry out anti-malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director, (M & F) of Health Services Pune.

i) In case of default in carrying out prescribed antimalaria measures resulting in increase in Malaria incidence, contractor shall be liable to pay to Government the amount spent by Government on anti-malaria measure to control the situation in addition to fine.

j) The Contractor shall make sufficient arrangements for draining away the surface and sullage water as well as water coming from the bathing and washing places and shall dispose of this waste water in such way as not to cause any nuisance. He shall also keep the premise clean by employing sufficient number of sweepers.

k) The Contractor shall comply with all rules, regulation bye-law and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are leviable on him without any extra cost to Government.

l) In addition to above all provisions of the relevant labour act pertaining to basic amenities to be provided to the labourer shall be applicable which will be arranged by the Contractor.

9. MISCELLANEOUS:

9.1 For providing electric wiring or water lines etc. recesses shall be provided if necessary through walls, slabs, beams etc. and later on refilled it with bricks or stones, chipping cement mortar without any extra cost.
9.2 In case it becomes necessary for the due fulfillment of contract for the Contractor to occupy land outside the Department limits, the Contractor will have to make his own arrangements with the land owners and pay such rents, if any, are payable as mutually agreed between them.

9.3 The Contractor shall duly comply with the provision of the Apprentices Act 1961 (iii of 1961) and the rules and orders made there under from time to time under the said Rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and Rules.

9.4 It is presumed that the Contractor has gone carefully through the Standard Specification (Vol. I & II 1981 Edition) M.O.R.T. & H specifications (edition 2001) and Schedule of Rate of the division, and studied the site conditions before arriving at rates quoted by him. The special provisions and detailed specification of wording of any item shall gain precedence over the corresponding contrary provisions (if any) in the standard specification given without reproducing the details in contract. Decision of Engineer-in-charge shall be final in case of interpretation of specification.

9.5 If the standard specifications fall short for the items quoted in the schedule of this contract reference shall be made to the latest Indian Standard specifications, I.R.C. codes. If any of items of this contract do not fall in reference quoted above, the decision and specifications as directed by the Engineer-in-charge shall be final.

9.6 The stacking and storage of building materials at site shall be in such a manner as to prevent deterioration or inclusion of foreign materials and to ensure the preservation of the quantity, properties and fitness of the work. Suitable precautions shall be taken by Contractor to protect the materials against atmospheric action fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likelihood of subsidence of soil, heavy materials shall be stored on paved platforms. Suitable separating barricades and enclosure as directed shall be provided to separate materials brought by contractor and from different sources of supply.

10 INSTRUCTION REGARDING EXECUTION OF WORKS HAVING VERY HIGH RATES AND VERY LOW RATES

In case of high rates quoted by the contractor for a particular item, the payment for that item shall be made at part rate based on C. S. R. rate initially. Full rate shall be released only after entire work is satisfactorily completed.
11. **DEFINITIONS**

Unless excluding by or repugnant to the context :-

a) The expression "Government" as used in the tender documents shall mean the Public Works Department of the Government of Maharashtra.

b) The expression "The Chief Engineer" as used anywhere in the tender papers shall mean officer for the time being of the Government of Maharashtra who is designated as such.

c) The expression "Superintending Engineer" as used in the tender papers shall mean the officer of Superintending Engineer rank (by whatever designation he may be known) under whose control the work lies for the time being.

d) The expression “Engineer” or “Engineer-In-Charge” as used in the tender papers shall mean the Executive Engineer-in-charge of the work.

e) The expression "Contractor" as used in the tender papers shall mean the successful tenderer that is the tenderer whose tender has been accepted, and who has been authorised to proceed with the work.

f) The expression "Contract" as used in the tender papers shall mean the deed of contract together with or its original accompaniment and those later incorporated in it by mutual consent.

g) The expression "Plant" as used in the tender papers shall mean very temporary and necessary means necessary or considered necessary by the Engineer to execute, construct, complete and maintain the works and used in altered, modified, substituted and additional works ordered in the time and in the manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description whatsoever intended or used there for.

h) The expression “Department” as used in the tender papers shall means Public Works Department of Government of Maharashtra.

i) The “Accepting authority” shall mean the officer competent to accept the tender.

j) The “Site” shall mean the land and/or other places where the work is to be executed under the contract including any other land or places which may be allotted by the Government or use for the purpose of contract.
12. **TESTING ETC.**

The Contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall, therefore, have his own independent and adequate setup for ensuring the same. This shall include establishing field laboratory for testing required for concrete works.

13. **AUTHORITIES OF THE ENGINEER IN CHARGE**

Save in so far as it is legally or physically impossible the Contractor shall execute, complete and maintain the works in strict accordance with the contract under the directions and to the entire satisfaction of the Engineer in charge and shall comply with and adhere strictly to the Engineer-in-charge’s instructions and directions on any matter (Whether mentioned in the contract or not) pertaining to this works.

The Engineer in charge shall decide all questions which may arise as to quality and acceptability of materials furnished and work executed, manner of execution, rate of progress of the works, interpretation of the plans and specifications and acceptability of fulfillment of the contract on the part of the Contractor. He shall determine the amount and quantity of work performed and materials furnished and his decision shall be final. In all such matters, and in any technical questions which may arise touching the contract, his decision shall be binding on the Contractor.

The Engineer in charge shall have the power to enforce such decisions and orders if the Contractor fails to carry them out promptly. If the Contractor fails to execute the work ordered by the Engineer-in-charge, The Engineer in charge may give notice to Contractor specifying a reasonable period therein and on the expiry of that period proceed to execute such work as may be deemed necessary and recover the cost there of from the Contractor.

13.1 **AUTHORITIES OF THE ENGINEER-IN-CHARGE’S REPRESENTATIVE**

The duties of the representative of the Engineer-in-charge are to watch and supervise the work and to test and examine any material to be used for workmanship employed in connection with the works.

13.2 The Engineer-in-charge may from time to time, in writing delegate to his representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractor a copy of all such delegations of powers and authorities. Any written instruction or approval given by the representative of the Engineer-in-charge to the Contractor within the terms of such delegations (but not otherwise) shall bind the Contractor and the Department as though it had been given by the Engineer-in-charge, provided always as follows.

a) Failure of the representative of the Engineer-in-charge to disapprove any work or material shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work or materials and to order to pulling down, removal or breaking up thereof.
b) If the Contractor is dissatisfied with any decision of the Representative of the Engineer-in-charge he shall be entitled to refer the matter to the Engineer-in-charge, who shall thereupon confirm/reverse or vary such decision.

14. **LAY OUT OF WORK**

14.1 Layout of the work will be done by the Contractor in consultation with the Executive Engineer of the Department or his representative, some permanent marks should however be established to indicate the demarcation of the structure or any component thereof made to this permanent marks in measurement books and drawing signed by the contractor and the departmental officer, Responsibility regarding layout will be joint.

14.2 **SETTING OUT**

1) **ROAD WORKS**

a) The contractor shall establish working bench marks in the area soon after taking possession of the site. The working bench marks/shall be at the rate of four pen km. and also at or near all drainage structures, over bridge and underpasses. The working bench marks/levels should be got approved from the Engineer. Checks must be made on these bench marks once every month and adjustments if any got agreed with the Engineer and recorded. An up to date record of all bench marks including approved adjustment, if any, shall maintained by the contractor and also a copy supplied to the Engineer for his record.

b) The lines and levels of formation, side slopes, drainage, carriageways and shoulders shall be carefully set out and frequently checked, care being taken to ensure that correct gradients and cross sections are everywhere obtained.

c) In order to facilitate the setting out of the works, the centre line or the carriageway or highway must be accurately established by the Contractor and approved by the Engineer. It must then be accurately referenced in a manner satisfactory to the Engineer, every 50 m. intervals in plain and rolling terrain and 20 m. intervals in hilly terrain and in all curve points as directed by the Engineer, with marker pegs and chainage boards set in or near the fence line, and a schedule of reference dimensions shall be prepared and supplied by the contractor to the Engineer. These markers shall be maintained until the works reach finished formation level and are accepted by the Engineer.

d) On Construction reaching the formation level stage the centre line shall again be set out by the contractor and when approved by the Engineer, shall be accurately referenced in a manner satisfactory to the Engineer by marker pegs set at the outer limits of the formation.
15. STACKING AND STORAGE AND GUARDING OF MATERIALS:

15.1 The stacking and storage of material at site shall be in such a manner as to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work. Suitable precautions shall be taken by the Contractor to protect the materials against atmospheric action, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely hood of subsidence of soil, heavy materials shall be stored on paved platforms.

Suitable separating barricades and enclosures as directed shall be provided to separate materials brought by Contractor and materials issued by Government to Contractor under Schedule "A". Same applies for the material obtained from different sources of supply.

15.2 The Contractor shall at his own expense engage watchman for guarding the materials and plant and machinery and the work during day and night against any pilferage or damage and also for prohibiting trespassers.

15.3 No materials brought to the site shall be removed from the site without the prior approval of the Engineer-in-charge.

16. INSPECTION OF WORKS

16.1 The Contractor shall inform the Engineer-in-charge in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work.

16.2 The Contractor shall provide at his cost necessary ladders and such arrangements as are considered safe by the Engineer-in-charge for proper inspection of all parts of the work.

16.3 Contractor shall extend his full co-operation and make all necessary arrangements when needed for carrying out inspection of the work or any part of the work by the local representatives, M.L.As, M.Ps and officers and dignitaries / delegates of various Government departments, local bodies, private sectors etc. No compensation shall be paid to the contractor on this account.

16.4 The work shall be carried out by the Contractor without causing damage to the existing Government property and / or private property. If any such damage are caused, the Contractor shall pay for restoration of the property to the original conditions, and any other consequent damages.

16.5 In the event of the occurrence of an accident involving serious injuries or death of any person, at site of work or quarry or at any place in connection with the work the same shall be reported in writing within twenty four hours of the occurrence to the Engineer-in-charge and Commissioner of Workmen's compensation.
16.6 The Contractor after completion of work shall clean the site of all debris and remove all unused materials other than those supplied by the department and all plant and machinery, equipment, tools etc. belonging to him within one month from the date of completion of the work, or otherwise the same will be removed by the department at his cost or disposed off as per departmental procedure. In case the material is disposed off by the department, the sale proceeds will be credited to the Contractor’s account after deducting the cost of sale incurred. However, no claim of Contractor regarding the price or amount credited will be entertained afterwards.

16.7 All constructional plant, provided by the Contractor shall when brought on to the site be deemed to be exclusively intended for the construction and the contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the site to another) without the consent in writing of the Engineer-in-charge who shall record the reasons for withholding the consent.

17. **RESTRICTIONS BECAUSE OF LOCAL TRAFFIC:**

As there is local traffic by the side of construction during construction for the building, the Contractor will have to take proper precautions such as proper barricading, fencing, lighting, information and cautionary boards for safe and smooth flow of traffic, and keeping the concerned authorities informed about the work in progress.

18. **COMPLETION CERTIFICATE:**

18.1 The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-charge shall have certified in writing to that effect. No approval of material or workmanship or approval of part of work during the progress of execution shall bind the Engineer-in-charge or in any way prevent him from even rejecting the work which is claimed to be complete and to suspend the issue of his certificate of completion until such alteration and modifications or reconstruction have been effected at the cost of the Contractor as shall enable him to certify that the work has been completed to his satisfaction.

18.2 After the work is completed the Contractor shall give notice of such completion to the Engineer-in-charge and within 30 days of receipt of such a notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the Contractor with a certificate indicating the date of completion. However, if there are any defects which in the opinion of the Engineer-in-charge are rectifiable he shall inform the Contractor the defects noticed. The Contractor after rectification of such defects shall then inform the Engineer-in-charge and Engineer-in-charge on his part shall inspect the work and issue the necessary completion certificate within 30 days if, the defects are rectified to his satisfaction, and if not, he shall inform the Contractor indicating defects yet to be rectified. The time cycle as above, shall continue.
18.3 In case defects noticed by the Engineer-in-charge which in his opinion are not rectifiable but otherwise work is acceptable at reduced payment, work shall be treated as completed. In such cases completion certificate shall be issued by the Engineer-in-charge within 30 days indicating the un-rectifiable defects for which reduction in payment is being made by him.

18.4 The issue of completion certificate shall not be linked up with the site clearance on completion of the work.

18.5 Should regular public traffic be allowed on the bridge at any stage prior to its being taken over then the maintenance period shall be deemed to commence from the date of such traffic passing over the bridge and shall be upto 3 days after the date of issue of completion certificate by Engineer-in-charge but not more than 12 months after opening to traffic.

19. **ANCILLARY WORK**

The Contractor shall submit to Engineer-in-charge in writing the details of all ancillary works including layout and specifications to be followed for its construction. Ancillary work shall not be taken up in hand unless approved by Engineer-in-charge. The Engineer-in-charge reserves the right to suggest modifications or make complete changes in the layout and specifications proposed by the Contractor at any stage to ensure the safety on the work site. The Contractor shall carry out all such modifications to the ancillary works at his own expenses as ordered by Engineer-in-charge.

20 **SPECIAL CONDITIONS:**

20.1 The Contractor should ensure that all safety precautions are observed by their labourers, working closed to the State Highway and while closing the State Highway precautions are taken including insurance etc., for their labour at the cost of the contractor and the contractor will bear all the expenses, compensation etc. if any accident occurs to the labour etc. No claim in this regard on whatsoever account shall be entertained and this decision of the Department will be final and conclusive.

20.2 The Contractor shall observe the rules and regulation imposed by traffic police for smooth flow of traffic on the diversion road and shall not be entitled for claims any compensation arising thereof.

20.3 In case of delay in handing over the land required for the work, due to unforeseen cause, the Contractor shall not be entitled for any compensation what-so-ever form the Government on ground that the machinery or labour was idle for certain period. Contractor may, however apply for extension of time limit which may be granted on the merit of the case.
21. **FOLLOWING ARE THE MODIFICATIONS / AMENDEMENTS / ADDITIONS TO THE SPECIFICATIONS FOR ROAD, BRIDGE WORKS**

1) Cement to be used for works, shall be any of the following with the prior approval of engineer.

2) High strength ordinary Portland cement conforming to IS : 8112 or Ordinary Portland cement confirming to IS : 269 and 53 grade cement conforming to IS : 12269 capable of achieving the required design concrete shall be used.

As far as possible cement used in the manufacture of exposed surface of concrete of any element of a structure shall be from the same factory. Subject to fulfillment of the condition laid down in section 1006 of M. O. R. T. and H. specification IVth revision.

Independent testing of cement used shall be done by the contractor at site and in the laboratory approved by the Engineer before use. Any cement with lower quality than those shown in manufacturer’s certificate shall be debarred from use.

In case of finally ground cement or imported cement, the Engineer may direct the contractor to satisfy him as to the acceptability of such cement, especially with regard to creep and shrinkage effect.

Any consignment or part of a consignment of cement which has deteriorated in any way, or specification shall not be used in the works and shall be removed from the site by the contractor without charge to the Employer.

Cement shall be transported, handled and stored on the site in such a manner as to avoid deterioration contamination. Each consignment shall be stored separately so that it may be readily identified and inspected and cement shall be used in the sequence in which it is delivered at site.

The contractor shall prepare and maintain proper records on site in respect of the delivery, handling, storage and use of cement and these records shall be available for inspection by the Engineer at all times.

22. **REJECTION OF MATERIALS NOT CONFORMING TO SPECIFICATIONS:**

Any stock or batch of material(s) of which sample(s) does not conform to the prescribed test and quality, shall be rejected by the Engineer or his representative and such materials shall be removed from site by the Contractor at his own cost. Such rejected materials shall not be made acceptable by any modifications.

Materials not corresponding in character and Quality with approved samples will be rejected by the Engineer or his representative and shall be removed from site at the Contractor’s own cost.
23. **INSPECTION OF OPERATIONS**

The Engineer and any person authorised by him shall at all times have access to the works and to all workshops and places (including required documents) where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility for & every assistance in or in obtaining the right to such access.

24. **FIELD LABORATORY**

The Contractor shall arrange to provide a well-furnished and fully equipped field laboratory which shall be manned by adequately qualified technical staff. The laboratory shall preferably be located adjacent to the work site and shall be provided with amenities like water supply, electric supply, toilet block etc. The list of equipment shall conform to clause 121.3 of M.O.R.T. & H. Specifications of roads and bridges. The list of equipment is enclosed on Page No. 123 and 124. This shall be considered as incidental to work and no separate payment whatsoever will be made for the same.

25. **SUPPLY OF COLOURED RECORD PHOTOGRAPHS AND ALBUMS**

The Contractor shall arrange to take dated post card size coloured photographs at various stages/facts of the work including interesting and novel features of the work as desired by the Engineer-in-charge and supply them in five copies each in separate albums of appropriate size. He shall also arrange for the Video Filming of important activities of the work during the currency of the contract and edit it to a video film of 60 to 180 minutes playing time.

It shall contain narration of the various activities in English/Marathi by a competent narrator. The cassette shall be of acceptable quality and the film shall be capable of producing color pictures. This shall be considered as incidental to the work and no additional payment whatsoever will be made for the same.

26. **SUPPLY OF SAFETY JACKETS TO LABOURERS/SUPERVISORS/ENGINEERS**

As a safety measure during the execution of work all labours, construction and supervisory staff shall be provided with an orange colour jacket in flouroscent blue so as to make them starkly visible from a distance even during evening hours.
27. **APPROVAL OF CONSTRUCTION MATERIALS AND CONSTRUCTION ACTIVITIES:**

Approval of all materials for the work shall be obtained in writing from Engineer-in-charge or his representative before its use in the Projects. Before taking up of any construction activity the construction work done earlier shall be got approved in writing. Any failure on this account may result in the work for which the Contractor will be solely responsible.

Materials and job mix, etc. shall be got approved in writing at least 15 days in advanced of the commencement of the corresponding activity. The testing charges shall be borne by the Contractor.

Besides the prescribed tests and frequencies any other test of tests over the prescribed frequency shall also be carried out by the Contractor at his own cost if so directed by Engineer-in-charge or his authorised representative.

28. The Contractor at his own cost shall provide and fix informative Boards (Total 2 Nos.) at either end of project each on the left side of the traffic direction and facing the traffic without causing any hinderance to traffic. Details of the board shall be as directed by the Engineer in charge. The board shall be of size 1.80 metre vertical x 1.6 metre horizontal. The background of the board will be in traffic yellow colour with lettering in Black colour. The information should be displayed in Marathi, Hindi and English languages. The lettering should be proportionate. The Board shall be maintained properly at the cost of contractor till expiry of defect liability period of the work.

29. **Quality Control Tests** :- The contractor shall at his own cost set up site laboratory to carry out the routine test of material which are to be used for the work. The site laboratory shall be approved by the Engineer-in-charge. The quality control tests of material to be carried out are mentioned in Annexure-A page no. 149 to 150.

The frequency of testing of construction materials is mentioned in Annexure-B page no. 151 to 152. Out of the test materials Annexure-A 70% tests shall be carried out in the site laboratory and 30% tests shall be carried out in Vigilance and Quality Control Laboratory of Department. At least 50% tests materials shall be carried out in Vigilance and Quality Control Laboratory of Department which are not included in Annexure ‘A’.

| Contractor | No. of Corrections | Executive Engineer |
30. **SETTING OUT :-**

**SETTING OUT FOR BRIDGE WORK :-**

30.1 Immediately on receipt of the work order, the contractor shall at his own expense clean the site and take up a provisional and final setting out and lining out of the work under the supervision of his responsible representative and shall provide necessary material, labour, tools, instruments etc. required for the same.

One tentative abutment location will be indicated by Engineer in charge and the center line of the bridge shall be defined by him. The contractor will then have to fix up the location of the other abutment. The abutment location will then be verified by the Department and shall be adjusted if necessary. Once the final location of the abutments is so finalized, it will be the contractor's responsibility to line out and locate the remaining foundations of piers.

The contractor shall be responsible for true and proper setting out of the works and for the correctness of the positions, level dimensions and arrangements of all parts of works and for providing all necessary instruments appliances and labour in connection therewith at his own cost officers may assist the contractor in proper setting out. Government instruments may be allowed to be used for setting out of work for which no cost shall be recovered from the contractor.

If at any time during the progress of work, any errors arise in regard to levels or dimensions or alignment of any part of work, rectification thereof, on being required to do so, will be carried out by the contractor at his own cost, unless such errors are based on incorrect data, supplied in writing, by the Engineer or his authorized representative in which case the expenses of the rectification shall be refunded by Government.

30.2 **RESPONSIBILITIES FOR LEVEL AND ALIGNMENT :-**

The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein, such rectifications shall be earned out by the contractor, at his own cost, when instructions are issued to that effect by the Engineer in charge.
31. **LEVELING INSTRUMENTS :-**
   If measurements of items of the work are based on volumetric measurements calculated from levels taken before and after the construction of the item, a large number of leveling staves, tapes etc. will have to kept available by the contractor at the site of the work for this purpose. Lack of the such leveling staves, tapes etc. in required numbers may case delay in measurements and the work. The contractor will have therefore to keep sufficient numbers of these instruments readily available at site and in good working condition.

32. **CHANGE IN CEMENT CONTENTS ETC. :-**
   The tendered rates are including to the necessary cement content required for the achievements of desired strength and no extra claim can be made on account of increase in cement content over the specification. Likewise if any additives, compounds water proofing materials etc. are ordered by the Engineer to be added to the mortar or concrete, no extra rates shall be payable for this change which will be carried out as per directions of the Engineer in charge.

33. **CEMENT CONCRETE :-**
   (a) The contractor shall carry out all preliminary tests to work out grading and proportioning aggregates in order to obtain and maintain uniform quality of work. The contractor shall supply all materials, labour and testing cost for preparing and testing samples as required by the Engineer, Unless otherwise specified in the detailed item wise specifications 6 cubes 15 cms. in size will be tested for every 15 cubic metre of ordinary grade concrete or minimum 6 cubes per day whichever is higher. The contractor shall make field arrangements for slump test, density and bulkage testing and also prepare concrete cube 15 cms. in size for testing compressive strength at his own cost. The cubes shall be got tested at approved laboratory and the test results shall not fall below those prescribed in P.W.D. Hand Book. (table CVP.412) or as laid down in the specifications. The cost of such concrete for cubes shall be entirely borne by the contractor.

   (b) All concrete shall be controlled concrete and machine mixed, unless otherwise directed by the Engineer in charge. For controlled or High grade concrete, the grading of aggregates shall be got approved from the Engineer, by weight.

   The correct proportion and the total amount of water for the mix will be determined by means of preliminary tests and shall be got approved by the Engineer. However, such approval does not relieve the contractor from his responsibility regarding the minimum works strength requirements work test shall be taken in accordance with relevant codes and specifications. The proportioning of aggregates shall be done by weight if so ordered by the Engineer in charge.
(c) All mixing shall be done by mechanical means in approved mixers. The Engineer may at his discretion allow in writing hand mixing of concrete for minor items where small quantities are involved but in that case the contractor shall increase the cement content of the mixture by 10% without any extra cost.

(d) The form work used shall be made preferable of steel or with lining of steel. Wooden shutters may be allowed at the discretion of the Engineer e.g. lintels, small slabs and beams, coping etc.

(e) The concrete shall be mechanically vibrated for proper compaction by the method approved by the Engineer in charge.

(f) The concrete shall be cured only by a sweet potable water as directed by the Engineer in charge.

34. **REINFORCED CONCRETE WORK :-**

A) The work included in this contract shall be carried out in addition to this specification detailed herein, in accordance with specifications and regulations as laid down in the following standard specifications.

3. I. S. 8112 :- 1989 Specifications for 43 grade ordinary Portland cement
8. M.O.R.T. & H Specification of Road and Bridge works (4'h Revision) 2001

If the standard specifications quoted above fall short for items quoted in these schedule of this contract reference shall be made to the latest British Standard Specifications. If any of the items of contract do not fall in reference quoted above, the decision and specifications of the Engineer shall be final.
35. **ADDITIONAL GENERAL SPECIFICATION FOR ORDINARY AND HIGH GRADE CONCRETE** :-

1. If the concrete strength falls below that specified for the items and if the use can be permitted under clauses 303.3.7 of the I.R.C Bridge Code Section -III given below, the unit (bridge component) may be accepted at the discretion of the Superintending Engineer determined by the Executive Engineer concerned according to circumstances of the case and the concerned Superintending Engineer's approval to the reduced rate as mentioned above is necessary.

"Standard specification and code of practice for Road Bridges Section III Cement concrete 303.3.7 standard of acceptance.

i) Full payment should be made when 75% of the test cube results are equal and above specified strength and remaining 25% of the results are above 75% of the specified strength. Cases falling outside the above limits should be examined and decided by the Engineer in charge on merits of each case.

ii) The test specimen should be formed by representative of the contractor in presence of a responsible officer of the rank of not lower than an Assistant Engineer / Deputy Engineer.

iii) The test specimen should be formed carefully and no claim shall be entertained later on the ground that the result of the test specimen did not give correct indication of the actual quality of concrete.

iv) The cement content shall be as per actual requirement of mix design.

v) **Payment :- a)** The payment of such concrete work will not be made till the strength are ascertained.

vi) The payment of reinforcement of such affected items will not be made till the strengths of the concrete are ascertained.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>No. of Corrections</th>
<th>Executive Engineer</th>
</tr>
</thead>
</table>
36. **FORMWORK AND STAGING FOR BRIDGE STRUCTURES** :-

a) For bridge structure, forms for concrete shall be constructed of mild steel plates or marine plywood and be of substantial and rigid construction true to shape and dimensions shown on the drawings. Where metal forms are used, all holts and rivets shall be counter sunk and well ground to provide in smooth plane surface.

(b) Forms shall be mortar tight and shall be sufficiently rigid by the use of ties and bracing to prevent any displacement or sagging between supports. They shall be strong enough to withstand all pressure, ramming and vibration, without deflection from the prescribed lines occurring during and after placing the concrete and shall be tight enough to prevent any appreciable loss of concrete during vibration. Screw jacks or hard wood wedges where required shall be provided to make up any settlement in the formwork before or during the placing of concrete.

(c) Scheduled camber shall be provided in horizontal members of structures, especially in long spans to counteract the effects of any deflection. The formwork shall be so fixed as to provide for such camber, if required.

(d) Forms shall be so constructed as to be removed in sections in the desired without damaging the surface of concrete or disturbing other sections.

(e) Number of sets of Staging and Shuttering equipments (details Attached)

( FOR BRIDGE WORK ONLY)

In order to ensure completion of bridge within the stipulated period the contractor shall have to arrange a minimum number of sets of staging and shuttering as well as equipments the required size for different components as stipulated hereunder.

i) For foundation
   (a) Staging and Shuttering _____ 2_____sets.
   (b) Equipment _____ 2_____sets.

ii) For sub structure & other items.
   (a) Staging and Shuttering _____ 2_____sets.
   (b) Equipment _____ 2_____sets.

iii) For superstructure
   (a) Staging and Shuttering _____ 2_____sets.
   (b) Equipment _____ 2_____sets.

(f) Forms shall be constructed so as to the removable in sections in the desired sequence without damaging the surface of concrete of disturbing other sections.

(g) The contractor shall submit the design for centering well before in advance for concrete work. No work of centering shall be done without approval of the competent authority.

The contractor shall execute the formwork / shuttering as per sanctioned design. The shuttering shall be approved by the competent authority before starting of concrete work.
37. **R.C.C. Pipes** :- The contractor shall purchase the R.C.C. pipes of required categories from MSSIDC / small industries and necessary documentary evidence for purchase of pipes shall be produced to the Engineer-in-charge during the execution of work.

38. **CONDITION RELATING TO INSURANCE OF CONTRACT WORK.**
Contractor shall take out necessary Insurance Policy/Policies (viz. Contractors All Risks Insurance Policy, Erection All Risks Insurance Policy etc. as decided by the Directorate of Insurance) so as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period compulsorily from the “Directorate of Insurance, Maharashtra State, Mumbai only its postal address for Correspondence is “264, MHADA, First Floor, Opp. Kalanagar, Bandra (East) Mumbai – 400051” (Telephone Nos. 26590403/26590690 and Fax No. 26592461/26590403) Similarly, all workmen’s appointed to complete the contract work are required to insure under workmen’s compensation insurance policy. Insurance policy/policies taken out from any other Company will not be accepted. If any contractor has effected Insurance with any other insurance company the same will not be accepted and the amount of premium calculated by the Government Insurance Fund will be recovered directly from the amount payable to the Contractor for the executed contract work and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai, The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers.

39. **BUILDING AND OTHER CONSTRUCTION WELFARE CESS** :
Building and other construction worker welfare cess at 1% or at the rates awarded from time to time as intimated by the competent authority of buildings and other construction worker welfare Act 1996 shall be deducted from bill amount, whether bill advance payment or secured advance.

| Contractor | No. of Corrections | Executive Engineer |
40. **DIARY:**

Contractor shall maintain, throughout the construction period, a diary in the form of a register regarding the following:

i) Daily presence of all categories of labours.

ii) Daily availability and use of machinery and equipment’s on work.

iii) Daily procurement, Consumption and balance of materials on site.

iv) Daily record of various visiting authorities alongwith name of the officers visited and timing.

v) Details of work executed per day. The register shall be closed on daily basis and signature of Engineers in charge or his representative should be taken over it.

41. **R.C.C. BRIDGE MATERIALS SPECIFICATIONS**

**Concrete**

1. Concrete shall be design mix and shall have minimum 28 days characteristic strength 25 MPa on 150 mm. cubes for all elements of the structure.

2. The total chloride content and sulphuric anthydrde (S03) of all concrete as 'A' Percentage of mass of cement in mix shall be limited to 0.3% and 4% respectively.

3. The slump of concrete shall be checked as per IS:516. Concrete mix should have adequate workability.

4. Use of admixtures such as super plasticisers for concrete may be made with the approval of the Engineer-in-charge.

5. Aggregate shall conform to CL 3023 of IRC:21-2000 and Maximum Aggregate size should generally not exceed 20 mm.

**REINFORCEMENT**

1. All reinforcement shall be high yield strength deformed bars (Grade Designation Fe 415) conforming to IS:1786

**EARTH FILL/EMBANKMENT:**

1. Back filling material should conform to Cl 305,2 of MORT&H Specifications Fourth Revision 2002 and IRC : 78-2000 Appendix 6-

2. Back filling behind abutment wall shall be done after construction of the abutment.

**WATER**

1. Water to be used in concreting and curing shall be conforming to clause 302.4 of IRC:21-2000.
WORKMANSHP IP/DETAILING

1. Minimum clear cover to any reinforcement shall be 75 mm. for raft & cut off wall and 50 mm. for other components.

2. Construction joints:
   
   I. The Location and Provision of construction joints shall be approved by Engineer in charge.
   
   II. The concrete surface at the joints shall be brushed with stiff brush after casting while the concrete is still fresh and it has only slightly hardened.
   
   III. Before new concrete is poured. The surface of old concrete shall be prepared as under;
   
      (a) For hardened concrete the surface shall be thoroughly cleaned. The surface shall be thoroughly cleaned to remove debris/ laitance and made rough so that 1/4 of the size of the aggregate is exposed.
   
      (b) For old surface shall be soaked with water without leaving puddles immediately before starting concreting to prevent the absorption of water from new concrete.
   
   IV. New concrete shall be thoroughly compacted in Region of the joint.

3. Welding of Reinforcement bars shall be permitted.

4. Laps in Reinforcement:
   
   I. Minimum lap length of reinforcement shall be decided as per the reinforcement arrangement based on the clause -304.6.6.2 of I.R.C. : 21-2000.
   
   II. Not more than 25% of reinforcement shall be lapped at any one location laps shall be suitably staggered.
5. Bending of reinforcement bars shall be as per IS : 2502.

6. Supporting chairs of 12 mm. diameter shall be provided at suitable intervals as per IS : 2502.

7. Concrete shall be produced in a mechanical mixer of capacity not less than 200 litres. Having integral weight - batching facility and preferably having automatic water measuring and dispensing Device.

8. Proper compaction of concrete shall be ensured by use of appropriate type of vibrators.

9. Properly Braced steel plates shall be used as shuttering.

10. Sharp edges of concrete shall be chamfered.

11. Filter media should be provided in accordance to clause 250.2.2 of MORT&H specifications (Fourth Rev.2002).
As e-tender physical submission is not necessary.

120

Dy. E. E.
As e-tender physical submission is not necessary.

Calculation to compute the quantity of cement which should have been used and that actually used during the month on various items.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the item</th>
<th>Approximate Quantity of work done</th>
<th>Qty. of cement (in Bags) which is required to be used</th>
<th>Total Qty. of cement which should have been used in Quantities of Bags which was actually used</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
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<tr>
<td>8</td>
<td></td>
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</tr>
</tbody>
</table>

ABSTRACT FOR THE MONTH ENDING FOR THE MONTH OF ________ 20___
**PROFORMA**

**MIX TRANSPORATION DETAILS**

<table>
<thead>
<tr>
<th>NAME OF WORK</th>
<th>DIVISION</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF AGENCY</td>
<td>SUB-DIVISION</td>
</tr>
</tbody>
</table>

**NAME OF ENGINEER-IN-CHARGE**

<table>
<thead>
<tr>
<th>Sr. Nos</th>
<th>Date</th>
<th>Registered Number of Tipper</th>
<th>Weight of Mix</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Wt. Of loaded Tipper</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Time to leave the plant</th>
<th>Time to reach the paver</th>
<th>Time taken in minutes</th>
<th>Temperature</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mix @ Plant</td>
<td>Mix @ Paver</td>
</tr>
<tr>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
</tr>
</tbody>
</table>

Signature of Engineer-in-charge

Signature of Agency

**NOTE**: This information is to be kept up to date as per Tender condition No. 23.2
**LIST OF APPARATUS REQUIRED FOR BRIDGE WORK**

(Ref. Page No. 94 Clause 7.1, Page No. 109 Clause 24)

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Name of Apparatus</th>
<th>Nos. (min.) required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>30 m and 50 m chain/ tape</td>
<td>2 Nos.</td>
</tr>
<tr>
<td>2.</td>
<td>Automatic leveling instrument/ Tachometer with all accessories like 5.00 metre staff</td>
<td>2 Nos.</td>
</tr>
<tr>
<td>3.</td>
<td>Vernier calipers</td>
<td>1 No.</td>
</tr>
<tr>
<td>4.</td>
<td>Cube moulds for concrete/ Cube moulds for cement mortar</td>
<td>6 Sets</td>
</tr>
<tr>
<td>5.</td>
<td>Silt jar for sand silt testing.</td>
<td>4 Sets</td>
</tr>
<tr>
<td>6.</td>
<td>Oven- Electrically operated, thermostatically controlled, range upto 200° C sensitivity 1° C.</td>
<td>1 No.</td>
</tr>
<tr>
<td>7.</td>
<td>Platform balance 300 kg capacity</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Balance 20 kg capacity - self indicating type</td>
<td>1 No.</td>
</tr>
<tr>
<td>9.</td>
<td>Electronic Balance 5 kg capacity accuracy 0.5 gm</td>
<td>2 Nos.</td>
</tr>
<tr>
<td>10.</td>
<td>Water bath- electrically operated and thermostatically controlled with adjustable shelves, sensitivity 1° C.</td>
<td>1 No.</td>
</tr>
<tr>
<td>11.</td>
<td>Thermometers : Mercury-in-glass thermometer range 0° to 250° C</td>
<td>4 Nos.</td>
</tr>
<tr>
<td>12.</td>
<td>Mercury-in-steel thermometer with 30 cm stem, range upto 300° C.</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Kerosene or gas stove or electric hot plate.</td>
<td>1 No.</td>
</tr>
<tr>
<td>14.</td>
<td>Set of IS sieves with lid and pan:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>450 mm diameter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>63 mm, 53 mm, 37.50 mm, 26.50 mm, 13.20 mm,</td>
<td>1 Sets</td>
</tr>
<tr>
<td></td>
<td>9.50 mm, 6.70 mm, and 4.75 mm size</td>
<td></td>
</tr>
<tr>
<td></td>
<td>200 mm diameter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.36 mm, 2.0 mm, 1.18 mm, 600 micron, 425 micron,</td>
<td>2 Sets</td>
</tr>
<tr>
<td></td>
<td>300 micron, 150 micron, and 75 micron</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Water testing Kit</td>
<td>1 Set</td>
</tr>
<tr>
<td>16.</td>
<td>Atterberg Limits (liquid and plastic limits) Determination apparatus</td>
<td>1 Set</td>
</tr>
<tr>
<td>17.</td>
<td>Speedy Moisture Meter complete with chemicals</td>
<td>1 Set</td>
</tr>
<tr>
<td>18.</td>
<td>Dry Bulk Density Test apparatus (sand pouring cylinder, tray, can etc.)</td>
<td>1 Set</td>
</tr>
<tr>
<td>19.</td>
<td>Aggregate Impact Value Test apparatus/ Los Angeles Abrasion Test apparatus.</td>
<td>1 Set</td>
</tr>
<tr>
<td>20.</td>
<td>Flakiness and Elongation Test Gauges</td>
<td>1 Set</td>
</tr>
<tr>
<td>21.</td>
<td>Vicat apparatus for testing setting times</td>
<td>1 Set</td>
</tr>
<tr>
<td>22.</td>
<td>Slump testing apparatus</td>
<td>4 Sets</td>
</tr>
<tr>
<td>23.</td>
<td>Compression and Flexural strength testing machine of 200 tonne capacity with additional dial for flexural testing.</td>
<td>1 No.</td>
</tr>
</tbody>
</table>
LIST OF APPARATUS REQUIRED FOR ROAD WORK

INCLUDING HOT MIX WORK

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Apparatus</th>
<th>Minimum Nos. required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Set of buckets for bulk density 30 lit. cap sample diving (Various sizes 15, 20, 30 Lit.)</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Riffle box (Sample Dividing Box)</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Bitumen extractor (Hand / Electrically operated)</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Marshal stability testing machine</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>Field density (Sand replacement method)</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Straight edge 3.00 mt. long ISMC 50 x 100</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>M.S. camber plate 2.75 m., 3.5 m. long</td>
<td>1 No. each</td>
</tr>
<tr>
<td>8</td>
<td>Constant temporary Hot Water bath</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>Electronic balance capacity up to 1200 g.</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>G.I. trays of various sizes</td>
<td>12</td>
</tr>
<tr>
<td>11</td>
<td>Digital thermometers capacity upto 200c. with 100 least count</td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>Electric oven</td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td>Marshal stability moulds with ramer</td>
<td>1 Set</td>
</tr>
<tr>
<td>14</td>
<td>Chemicals (Benzine / Trichloroethylene)</td>
<td>250 Liters</td>
</tr>
<tr>
<td>15</td>
<td>Filter papers</td>
<td>500/Season</td>
</tr>
<tr>
<td>16</td>
<td>Weight Box with 5 Kg. to 1 gm. weights</td>
<td>1</td>
</tr>
<tr>
<td>17</td>
<td>Fractional weight Box &amp; pan balance</td>
<td>1</td>
</tr>
<tr>
<td>18</td>
<td>G-1 / Brass sieves of various sizes for gradation</td>
<td>1 No. Each</td>
</tr>
<tr>
<td>19</td>
<td>Pick axes</td>
<td>2</td>
</tr>
<tr>
<td>20</td>
<td>Cooking gas / Kerosen burner with cylinder</td>
<td>1</td>
</tr>
<tr>
<td>21</td>
<td>Impact test apparatus (for coarse aggregates)</td>
<td>1</td>
</tr>
<tr>
<td>22</td>
<td>Flakiness and Elongation test gauges</td>
<td>1</td>
</tr>
<tr>
<td>23</td>
<td>Penitrometres with standard needle for Asphalt Test</td>
<td>1</td>
</tr>
<tr>
<td>24</td>
<td>Elastic Recovery test apparatus test for PMB PS-70</td>
<td>1 Set</td>
</tr>
<tr>
<td>25</td>
<td>Softening point test apparatus</td>
<td>1</td>
</tr>
<tr>
<td>26</td>
<td>Set of equipment for penetration test</td>
<td>1 set</td>
</tr>
<tr>
<td>27</td>
<td>C 1 &amp; SO3 measuring container kit</td>
<td>1</td>
</tr>
<tr>
<td>28</td>
<td>C. C. Cube Testing machine</td>
<td>1</td>
</tr>
<tr>
<td>29</td>
<td>Slump measurements equipment</td>
<td>1</td>
</tr>
<tr>
<td>30</td>
<td>Silt content measuring kit</td>
<td>1</td>
</tr>
<tr>
<td>31</td>
<td>Set of sieves for concrete &amp; Road work</td>
<td>1</td>
</tr>
</tbody>
</table>
QUALITY ASSURANCE AND MAINTENANCE

To ensure the specified quality of work which shall also include necessary surveys, temporary works etc., the contractor shall within 15 days prepare a quality assurance plan and get the same approved from the Engineer in charge within eight days from the date of work order. For this, contractor shall submit an organization chart of his technical personnel to be deployed on the work along with their qualification, job descriptions defining the functions of reporting, supervising inspecting and approving. The contractor shall also submit a list of tools, equipment’s and the machinery and instrumentation which he proposes to use for the construction and for testing in the field and/or in the laboratory and monitoring. The contractor shall modify/supplement the organization chart and the list of machinery, equipment etc. as per the direction of the Superintending Engineer and shall deploy the personnel and equipment on the field as per the approved chart and list respectively. The contractor shall submit written method statements detailing his exact proposals of execution of the work in accordance with the specifications. He shall get these approved from the Engineer in charge. The quality of the work shall be properly documented through certificates, records, check-lists and logbooks of results etc. Such records shall be compiled from the beginning of the work and be continuously updated and supplemented and this shall be the responsibility of the contractor. The forms should be got approved from the Executive Engineer-in-charge.

The contractor shall prepare detailed completion drawing after completion of the work. He shall also prepare and submit a maintenance manual giving procedure for maintenance, with the period of maintenance works including inspections, tools and equipment to be used, means of accessibility for all parts of the structure. He shall also include in the manual, the specifications for maintenance work that would be appropriate for his design and technique of construction. This manual shall be submitted within the contract period.
ACCOMPANIMENT TO THE GOVERNMENT RESOLUTION
PUBLIC WORKS DEPARTMENT NO. CAT/06/04/148, DATED : 16-05-2005

PRICE VARIATION CLAUSE

If during the operative Period of the Contract as defined in condition (i) below, there shall be any variation, in the Consumer Price Index (New Series) for Industrial Workers for Mumbai Centre as per the Labour Gazette published by the Commissioner of Labour, Government of Maharashtra and/or in the Whole-sale Price Index for all commodities prepared by the Office of Economic Adviser, Ministry of Industry, Government of India, or in the price of petrol / oil, and lubricants and major construction materials like bitumen, cement, steel, various types of metal pipes etc., then subject to the other conditions mentioned below, price adjustment on account of

(1) Labour Component
(2) Material Component
(3) Petrol, Oil and Lubricants Component
(4) Cement Component
(5) Bitumen Component
(6) T. M. T. Steel Component

calculated as per the formula hereinafter appearing, shall be made. Apart from these, no other adjustments shall be made to the contract price for any reasons whatsoever. Component percentage as given below are as of the total cost of work put to tender. Total of Labour, Material & POL components shall be 100 and other components shall be as per actual.

(1) Labour Component - \( K_1 \) : 18.00%
(2) Material Component - \( K_2 \) : 79.00%
(3) POL Component - \( K_3 \) : 03.00%

\[
\text{Total} = 100.00\%
\]

(4) Cement Component : Actual
(5) Bitumen component : Actual
(6) T. M. T. steel Component : Actual

Note - If Cement, Steel, Bitumen, C.I. & D.I. are supplied on Schedule 'A', then respective component shall not be considered. Also if particular component is not relevant same shall be deleted.

1) **FORMULA FOR LABOUR COMPONENT:**

\[
V_1 = 0.85 \times \frac{P}{\left[ \frac{K_1 \times L_1 - L_0}{100} \right]} \frac{L_0}{L_0}
\]

Where,

\( V_1 \) = Amount of price variation in Rupees to be allowed for Labour component.

\( P \) = Cost of work done during the quarter under consideration

Minus

the cost of Cement, Mild steel and TMT Steel, Bitumen calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration.

Contractor     No. of Corrections     Executive Engineer
As e-tender physical submission is not necessary.

<table>
<thead>
<tr>
<th>Kind of material</th>
<th>Star Rate including all taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement</td>
<td>Rs. 7480.00 / M.T.</td>
</tr>
<tr>
<td>H. Y. S. D. Steel</td>
<td>Rs. 53068.00 / M.T.</td>
</tr>
</tbody>
</table>

K₁ = Percentage of Labour Component as indicated above.

L₀ = Basic Consumer Price Index for Mumbai centre shall be average consumer price index for the quarter preceding the month in which the last date prescribed for receipt of tender, falls.

L₁ = Average Consumer Price Index for Mumbai centre for the quarter under consideration.

2) FORMULA FOR MATERIALS COMPONENT

\[ V₂ = 0.85 \times \frac{P}{100} \times \frac{K₂ \times M₁ - M₀}{M₀} \]

Where,
\( V₂ = \) Amount of price variation in Rupees to be allowed for Materials component.
\( P = \) Same as worked out for Labour component.
\( K₂ = \) Percentage of Material Component as indicated above.
\( M₀ = \) Basic wholesale Price Index shall be average wholesale price index for the quarter preceding the month in which the last date prescribed for receipt of tender, falls.
\( M₁ = \) Average wholesale Price Index during the quarter under consideration.

3) FORMULA FOR PETROL, OIL AND LUBRICANT COMPONENT:

\[ V₃ = 0.85 \times \frac{P}{100} \times \frac{K₃ \times P₁ - P₀}{P₀} \]

Where,
\( V₃ = \) Amount of price variation in Rupees to be allowed for POL component.
\( P = \) Same as worked out for Labour component.
\( K₃ = \) Percentage of Petrol, Oil & Lubricant Component.
\( P₀ = \) Average price of HSD at Mumbai during the quarter preceding the month in which the last date prescribed for receipt of tender, falls.
\( P₁ = \) Average price of HSD at Mumbai during the quarter under consideration.
4) **FORMULA FOR CEMENT COMPONENT:**

\[ V_4 = \frac{C_o}{C_0} \left( C_{l1} - C_{l0} \right) x \frac{T}{C_l0} \]

Where,
- \( V_4 \): Amount of price escalation in Rupees to be allowed for Cement component.
- \( C_o \): Basic rate of Cement in rupees per metric tonne as considered for working out value of \( P \).
- \( C_{l1} \): Average of Cement Index published in the RBI bulletin for the quarter under consideration.
- \( C_{l0} \): Average of Cement Index published in the RBI bulletin for the quarter preceding the month in which to the last date prescribed for receipt of tender, falls.
- \( T \): Tonnage of Cement used in the permanent works for the quarter under consideration.

5) **FORMULA FOR BITUMEN COMPONENT**

\[ V_5 = Q_B \left( B_{1} - B_o \right) \]

where:-
- \( V_5 \): Amount of price variation in Rupees to be allowed for Bitumen component.
- \( Q_B \): Quantity of Bitumen (Grade 30/40 and 60/70) in metric tonnes used in the permanent works and approved enabling works during the quarter under consideration.
- \( B_{1} \): Current average ex-refinery price per metric tonne of Bitumen (Grade 30/40 and 60/70) under consideration including taxes (octroi, excise sales tax) during the quarter under consideration.
- \( B_o \): Basic rate of Bitumen in rupees per metric tonne as considered for working out value of \( P \) or average ex-refinery price in rupees per metric tonne including taxes (octroi, excise, sales tax) of Bitumen for the grade of bitumen under consideration prevailing quarter preceding the month in which the last date prescribed for receipt of tender, falls, whichever is higher.

6) **FORMULA FOR T. M. T. STEEL COMPONENT**

\[ V_6 = \frac{S_o}{S_{l0}} \left( S_{l1} - S_{l0} \right) x \frac{T}{S_{l0}} \]

Where,
- \( V_6 \): Amount of price escalation in Rupees to be allowed for T.M.T. Steel component.
- \( S_o \): Basic rate of T.M.T. Steel in rupees per metric tonne as considered for working out value of \( P \).
- \( S_{l1} \): Average of Steel Index published in the RBI bulletin for the quarter under consideration.
- \( S_{l0} \): Average of Steel Index published in the RBI bulletin for the quarter preceding the month in which to the last date prescribed for receipt of tender, falls.
- \( T \): Tonnage of Steel used in the permanent works for the quarter under consideration.
The following conditions shall prevail:

i) The operative period of the Contract shall mean the period commencing from the date of the work order issued to the Contractor and ending on the date on which the time allowed for the completion of the works specified in the Contract for work expires, taking into consideration the extension of time, if any, for completion of the work granted by the Engineer, under the relevant clause of the Conditions of Contract in cases other than those where such extension is necessitated on account of default of the Contractor. The decision of the Engineer as regards the Operative Period of the contract shall be final and binding on the Contractor. Where any compensation for liquidated damages is levied on the Contractor on account of delay in completion or inadequate progress under the relevant Contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices L₁, M₁, P₁, B₁, Cl₁ & Sl₁ at the levels corresponding to the date from which such compensation is levied.

ii) The price variation clause shall be applicable to all contracts in B₁ / B₂ & C form but shall not apply to piece works. The price variation shall be determined during each quarter as per formulas given above in this clause.

iii) The Price Variation under this Clause shall not be payable for the extra items required to be executed during the completion of the work and also on the excess quantities of items payable under the provisions of Clause 38/37 of the contract form B₁/B₂ respectively. Since the rates payable for the extra items or the extra quantities under Clause 38/37 are to be fixed as per current DSR or as mutually agreed subject to yearly revision till completion of such work. In other words, when the completion/execution of extra items as well as extra quantities under Clause 38/37 of the contract form B₁/B₂ extends beyond the operative date of the DSR then rates payable for the same beyond the date shall be revised with reference to the current DSR prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the Contract, whichever is less.

iv) This clause is operative both ways, i.e. if the price variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the contractor and if it is on negative side, the Government shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amount due payable under the contract.

v) To the extent that full compensation for any rise or fall in costs to the Contractor is not entirely covered by the provision of this or other clauses in the contract, the unit rate and prices included in the contract shall be deemed to include amounts to cover the contingency of such other actual rise or fall in costs.
As e-tender physical submission is not necessary. Dy. E. E. 131

NAME OF THE WORK :-
CONSTRUCTION OF SAKAV AT
PHANSGAON MAHALAXMI MANDIR
BAUDHWADI VAHAL TAL DEOGAD,
DIST- SINDHUDURG.

SCHEDULE ‘A’

Schedule showing (approximately) the materials to be supplied from the P. W. Department stores for work contracted to be executed and preliminary and ancillary works and the rates at which they are to be charged for.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Quantity</th>
<th>Rates in Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>In figure</td>
</tr>
</tbody>
</table>

NIL

Note :-
1) The other material like asphalt, cement, steel are to be supplied by the Contractor.

The conditions of Schedule 'A' attached separately.

Contractor No. of Corrections Executive Engineer
As e-tender physical submission is not necessary.

Contractor No. of Corrections Executive Engineer

132

B L A N K P A G E
ADDITIONAL CONDITIONS FOR MATERIALS

(CEMENT, HYSD/T.M.T. /MILD STEEL BARS, BULK ASPHALT ETC.)

BROUGHT BY CONTRACTOR.

1) All the materials such as cement, MILD/T.M.T. steel bars, bulk asphalt etc. required for execution of work shall be brought by the contractor at his own cost.

2) The contractor shall maintain the record of these materials (cement, steel, bulk asphalt etc.) in the prescribed proforma and registers as directed by Engineer-in-charge. The sample of prescribed proforma is attached at the end (Page No. 136 to 140). These registers shall be signed by both, the contractors and representative of the Engineer-in-charge. These registers shall be made available for inspection, verification for the Department as and when required. These registers shall be in the custody of Department, and shall be maintained by the Department.

The Contractor shall submit periodically as well as on completion of work, an account of all materials used by him on the work. In addition, a separate register shall be maintained on site for recording daily item wise asphalt, cement consumption and also item wise consumption of other materials. This shall be signed daily by Contractor or his representative and representative of Engineer-in-charge.

3) The material required only for this work shall be kept in the godown at site. No material shall be shifted outside of the godown site except for the work for which this agreement is entered, without prior approval of the Engineer-in-charge.

4) The materials i.e. cement, steel, bulk asphalt etc. brought on the work site shall be accompanied with necessary Company / Manufacturing firm’s test certificates.

Contractor shall use Bulk / Packed bitumen obtained from any Government refinery only. It shall be compulsory on the part of contractor to submit schedule of arrival of bouzer in advance to the Engineer in charge.

The contractor shall have to submit original purchase voucher duly supported by original delivery challan and exit gate pass. The bitumen brought by the contractor for the work will be open to check by the Engineer-in-charge or his representative at all times.

The bitumen so procured will have to be tested as per the frequency prescribed by the department. The testing charges will have to be borne by the contractor. It will be compulsory on the part of contractor to establish the well equipment testing laboratory with experienced testing personnel for testing of grade of bitumen obtained at the plant from the government refinery.

If the test results are satisfactory, then and then only the material shall be allowed to be used on the work. If the test results are not as per standards, these materials shall be immediately removed from the work site at contractor’s cost. In case of cement, if so requested by the contractor in writing, material shall be allowed to be used before receipt of test results but this will be entirely at the risk and cost of the contractor.

Contractor  No. of Corrections  Executive Engineer
5) The contractor shall produce sufficient documentary evidence i.e. bill for the purchase, Octroi receipts etc., bill for the purchase of materials brought on the work site at once if so requested by the Department.

6) All these materials i.e. cement, steel, bulk asphalt etc. shall be protected from any damages, rains etc. by the contractor at his own cost.

7) The Contractor will have to erect temporary shed of approved specifications for storing of above materials at work site at contractor’s cost having double locking arrangements (By double lock it is meant that godown shall always be locked by two locks, one lock being owned and operated by Contractor and other by Engineer-in-charge or his authorised representative) and the door shall be openable only after both locks are opened.

8) If required, the weighment of cement bags, steel bulk asphalt bouzers etc. brought by the contractor shall be carried out by the contractor at his own cost.

9) The contractor shall not use cement and other material for the item to be executed outside the scope of this contract except for such ancillary small items as are connected and absolutely necessary for this work as may be decided by the Engineer-in-charge.

10) The Government shall not be responsible for the loss in bulk asphalt, cement, steel, granite, marble, tiles and electrical item during transit to work site.

   The cement brought by the contractor at the work site store shall mean 50 Kg., equivalent to 0.0347 cubic metre per bag by weight. The rate quoted should correspond to this method of reckoning. In case of ordinary/controlled concrete, if cement is found short, the shortage / shortages will be made good by the contractor at his cost.

11) **INDEMNITY**

   The condition regarding indemnity as defined on **Page No. 98 at Sr. No. 8.6** will apply mutatis mutandis in case of materials brought by contractor at the site for the execution of the work being executed under this contract.

12) In case the materials brought by the contractor become surplus owing to the change in the design of the work, the materials should be taken back by the contractor at his own cost after prior permission of Engineer-in-charge.

13) All empty bags or empty asphalt drums shall be the property of contractor and the same shall be removed immediately after completion of work.
14) The bitumen use for bituminous work must be refinery produced.

15) In order to ensure proper grade of bitumen that is to be used for bituminous work, following procedure shall be adopted.

a) The Schedule of arrival of bouzers and the procurement of bitumen obtained from the Government refinery shall be submitted by the contractor before preparation of the bitumen mix.

b) The necessary instruments / machineries (with latest calibration) on plant / site for testing of materials shall be made available by the contractor.

c) The original challan and delivery memo of the bitumen obtained from Government Refinery shall be submitted to the Engineer-in-charge and the same shall be recorded in measurement book of that work.

d) Engineer-in-charge shall collect the sample of the bitumen received from the Government Refinery prior to unloading the plant and shall verify the quality from the Government Laboratory and the result obtained shall be recorded. If he is satisfied with results then only he shall permit in writing to the contractor to unload the bitumen in the presence of Engineer-in-charge or his authorized representative.

e) The work wise register shall be maintained on the plant containing Bouzer Number, Challan Number, Delivery Memo Number, Net weight of the bitumen, grade of the bitumen and the name of the officer who conduct the test.
व्यक्ति आवक आपके खाने हिसेब दाखिलणी

कामाचे नंबर: 136

मागील सप्ताहापूर्व कामाच्या ठिकाणी असलेली शिल्पक

आवक आणि खाने हिसेब

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<th>अ. क्र.</th>
<th>मिळालेल्या पोत्याची संख्या</th>
<th>वापरलेल्या पोत्याची संख्या</th>
<th>दिवसाच्या अवोरोस कामाच्या ठिकाणी राहिलेली पोती</th>
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<tr>
<td>एकूण</td>
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</tbody>
</table>

कंप्यूटडाराची सही अभियंत्याची सही

नॉटसबीकरण २

निर्दिष्टांक्याने बांधकर्माचे उपयोग आणलेले आवश्यक असलेले सिमेंट परिमाण व प्रत्यक्षांत उपयोग आणलेले परिमाण वांचल तुलना दाखिलणारे कोष्टक

आद्वाद्यामध्ये केलेल्या कामाचे एकूण अंदाज परिमाण.

१) सिमेंट काँस्रीट एम-१०, एम-१५, एम-२०, एम-२५, एम-३०, एम-३५, एम-४०.
२) प्रचलित कंकरीट (आर.सी.सी.) तुलना.
३) सिमेंट अथवा सिमेंटच्या गिलावा.
४) पाणी व मो-या
५) इतर संकीर्ण

Contractor No. of Corrections Executive Engineer
As e-tender physical submission is not necessary.

Dy.E.E.

<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
<th>No. of Corrections</th>
<th>Executive Engineer</th>
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<tbody>
<tr>
<td>137</td>
<td></td>
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--- रोजी संपण-या आठवडयासाठी गोषवारा ---

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<th>बाबांचे नाव</th>
<th>केलत्या कामाचे अंदाजे परिमाण</th>
<th>वापरणे आवश्यक असलेले सिमेंटचे परिमाण / पोल्याम्च्ये (पोल्याम्च्या प्रत्येक संख्येत)</th>
<th>प्रत्यक्ष वापरलेल्या सिमेंटचे परिमाण (पोल्याम्च्ये)</th>
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कंट्रॅटदाराची सही

अवेक्षकाची सही
As e-tender physical submission is not necessary.

138

पोलादाची आकर आणि खाप यांचा हिसेब दाखविणारी
नॉदव्हाचे क्रमांक १

कामाचे नाव - -------------------------------------------------------------

माणील सततापासून कामाच्या ठिकाणी असलेली शिल्पक

आकर आणि खाप यांचा हिसेब

<table>
<thead>
<tr>
<th>अ. क्र.</th>
<th>गाडी क.</th>
<th>मिठाळेल्या पोलादचे वजन</th>
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एकूण

कंत्राटदाराचे सही  अभीष्टांवाचे सही

नॉदव्हाचे क्रमांक २

निरिरित्त्या बारवार आठवड्यामध्ये उपयोगात आणणे आवश्यक असलेले पोलादचे परिमाण व प्रत्यक्ष उपयोगात आणलेले परिमाण यांची तुलना दाखविणारे कोष्टक

आठवड्यामध्ये केलेल्या कामाचे एकूण अंदाज परिमाण.

1)  
2)  
3)  
4)  
5)  
6)  

Contractor No. of Corrections Executive Engineer
As e-tender physical submission is not necessary.

Dy.E.E.

नांदवही क्रमांक ३

----- रोजी संपणा-या आठवड्यासाठी गोष्टवरा

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<th>अ. क्र.</th>
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<th>केलेल्या कामाचे अंदाजे परिमाण</th>
<th>वापरणे आवश्यक असलेले पोलादचे परिमाण मे. टन</th>
<th>वापरावयास हवे असलेल्या पोलादचे परिमाण मे. टन</th>
<th>प्रत्यक्ष वापरलेले पोलादचे परिमाण मे. टन</th>
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Contractor No. of Corrections Executive Engineer
As e-tender physical submission is not necessary. Dy.E.E.

REGISTERS TO BE MAINTAINED BY CONTRACTOR IN CO-ORDINATION WITH DEPTT. STAFF

(Whichever is applicable)

<table>
<thead>
<tr>
<th>[I] GENERAL REGISTERS</th>
<th>(II) FOR BRIDGE WORK</th>
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<tbody>
<tr>
<td>2) Visitor register.</td>
<td>2) Silt content register.</td>
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<tr>
<td>3) Work register of daily qty’s executed of each item.</td>
<td>3) Cement register</td>
</tr>
<tr>
<td>4) Register of registers.</td>
<td>4) Ghani register.</td>
</tr>
<tr>
<td>5) Weekly report of work as per mile stone.</td>
<td>5) Cube register.</td>
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<td>6) Calibration certificate register.</td>
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<td>7) Laboratory test register.</td>
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<table>
<thead>
<tr>
<th>(III) FOR B. T. WORKS</th>
<th>(IV) FOR EARTHWORK &amp; SHOULDERS</th>
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<tbody>
<tr>
<td>1) Register of machinery.</td>
<td>1) Register of machineries at site.</td>
</tr>
<tr>
<td>2) Log books of machinery at site.</td>
<td>2) Field density test register for shoulder.</td>
</tr>
<tr>
<td>3) Gradation of mix.</td>
<td>3) Log book of each machinery working at site.</td>
</tr>
<tr>
<td>4) Extraction of mix.</td>
<td>4) Boulder register.( If require ).</td>
</tr>
<tr>
<td>5) Load register at plant &amp; site.</td>
<td>5) Daily earthwork register.</td>
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<td>6) Impact test register.</td>
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<td>7) F.I. &amp; E.I. test register.</td>
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<td>8) Abrasion value register.</td>
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<td>9) Water absorption test register.</td>
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<tr>
<td>10) File of printout of each load.</td>
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<td>11) Roller pass register.</td>
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<td>12) Tack coat register.</td>
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<td>13) Tray test register.</td>
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<tr>
<td>14) Filed density test register.</td>
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<td>15) Marshal stability &amp; flow register.</td>
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<tr>
<td>16) Thickness register of B.T. layers.</td>
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<td>17) Asphalt register at plant.</td>
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<td>18) Penetration test register.</td>
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<td>19) Specific gravity of asphalt register.</td>
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<td>20) Ductility test register.</td>
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<td>21) Elastic recovery test register.</td>
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<tr>
<td>22) Hydrometer test register for fines.</td>
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NAME OF WORK :- Construction of Sakav at Phansgaon Mahalaxmi Mandir Baudhawadi Vahal Tal Deogad, Dist- Sindhudurg.

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<th>Estimate Rates in Figures</th>
<th>Words</th>
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<th>Amounts</th>
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<tr>
<td>360.31 Cube Meter</td>
<td>Item No 1:- Excavation for foundation including shorting and strutting as necessary and disposing of excavated stuff as directed in earth, soils of all types, sand gravel, soft murum etc. excluding dewatering.</td>
<td>MORTH 301, 302, 304</td>
<td>Rupees Seventy Six and Paise Seventy Five Only</td>
<td>One Cubic Meter</td>
<td>27653.79</td>
<td></td>
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<tr>
<td>90.08 Cube Meter</td>
<td>Item No 2:- Excavation for foundation in Hard rock including shoring and strutting as necessary and disposing of excavated stuff as directed excluding dewatering by weding</td>
<td>MORTH 301.3/50</td>
<td>Rupees One Thousand Forty Three and Paise Thirty only</td>
<td>One Cubic Meter</td>
<td>93980.46</td>
<td></td>
<td></td>
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<tr>
<td>29.96 Cube Meter</td>
<td>Item No 3:- Dewatering the excavated trenches and pool out water in the bridge area, using pump and other decices including disposing off water to safe distance as directed a) Pier</td>
<td>MORTH 2100</td>
<td>Rupees Three Hundred Twenty and Paise Fifteen Only</td>
<td>One Cubic Meter</td>
<td>9591.69</td>
<td></td>
<td></td>
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<tr>
<td>34.26 Cube Meter</td>
<td>b) Abutment</td>
<td>MORTH 2100</td>
<td>Rupees One Hundred Ninety Seven and Paise Ninety Five Only</td>
<td>One Cubic Meter</td>
<td>6781.77</td>
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Contractor No. of correction Executive Engineer
As e-tender physical submission is not necessary.

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<td>6</td>
<td>7</td>
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<tr>
<td>34.33 Cubic Meter</td>
<td>c) For Return</td>
<td>-</td>
<td>-</td>
<td>MORTH 2100</td>
<td>110.00</td>
<td>Rupees One Hundred Ten and Paise Nil Only</td>
</tr>
<tr>
<td>61.45 Cubic Meter</td>
<td>Item No 4:- Providing and laying in situ M-15 cement concrete of trap metal in foundation including necessary bailing out water, compacting and curing.</td>
<td>-</td>
<td>-</td>
<td>MORTH 1700</td>
<td>5103.76</td>
<td>Rupees Five Thousand One Hundred Three and Paise Seventy Six Only</td>
</tr>
<tr>
<td>33.59 Cubic Meter</td>
<td>Item No 5:- Providing and laying in situ M-20 cement concrete of trap metal in foundation including necessary bailing out water, compacting and curing.</td>
<td>-</td>
<td>-</td>
<td>MORTH 1700</td>
<td>6438.75</td>
<td>Rupees Six Thousand Four Hundred Thirty Eight and Paise Seventy Five Only</td>
</tr>
<tr>
<td>42.85 Cubic Meter</td>
<td>Item No 6:- Providing and laying in situ M-20 cement concrete of trap metal for cast in situ Reinforced Cement Concrete. Solid piers, abutments etc. including provision of V shaped false joints to form suitable panels on the faces to approved design with compacting by vibrating and curing complete, including formwork centering &amp; including bailing out water and curing complete.</td>
<td>-</td>
<td>-</td>
<td>MORTH 1700</td>
<td>6823.75</td>
<td>Rupees Six Thousand Eight Hundred Twenty Three and Paise Seventy Five Only</td>
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As e-tender physical submission is not necessary.

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<tr>
<th>Estimated quantity may be more or less</th>
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<th>Estimate Rates in Figures</th>
<th>Words</th>
<th>Unit Per</th>
<th>Amounts</th>
</tr>
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<tbody>
<tr>
<td>128.85 Cubic Meter</td>
<td>Item No 7:- Providing and laying in situ M-15 cement concrete of trap metal for cast in situ piers, abutments returns, wings etc. including provision of V shaped false joints to form suitable panels on the faces to approved design with compacting by vibrating and curing complete, including formwork centering &amp; including bailing out water and curring complete.</td>
<td>-</td>
<td>MORTH 1700, 2204</td>
<td>6367.75</td>
<td>Rupees Six Thousand Three Hundred Sixty Seven and Paise Seventy Five Only</td>
<td>One Cubic Meter</td>
<td>820484.59</td>
</tr>
<tr>
<td>159.41 Running Meter</td>
<td>Item No 8:- Providing and laying weep holes of 100 millimeter diameter A.C/ P.V.C pipes as per drawing for abutment, return walls etc. completed as directed by Enginner in charge.</td>
<td>-</td>
<td>MORTH 2706</td>
<td>173.70</td>
<td>Rupees One Hundred Seventy Three and Paise Seventy Only</td>
<td>One Running Meter</td>
<td>27689.52</td>
</tr>
<tr>
<td>1.67 Cubic Meter</td>
<td>Item No. 9:- Providing and laying in situ M-20 Cement concrete of trap metal for Reinforced Cement Concrete. Caps over piers, and abutment, including necessary scaffolding, formwork, compacting by vibrating finishing and curing complete.</td>
<td>-</td>
<td>MORTH 1700, 2205, 2304</td>
<td>7546.75</td>
<td>Rupees Seven Thousand Five Hundred Forty Six and Paise Seventy Five Only</td>
<td>One Cubic Meter</td>
<td>12603.07</td>
</tr>
<tr>
<td>4.48 Square Meter</td>
<td>Item No 10:- Providing tar paper bearing over pier and abutment and fixing it as directed.</td>
<td>-</td>
<td>MORTH 2000</td>
<td>78.75</td>
<td>Rupees Seventy Eight and Paise Seventy Five Only</td>
<td>One Square Meter</td>
<td>352.80</td>
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As e-tender physical submission is not necessary.

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</thead>
<tbody>
<tr>
<td>1</td>
<td>Item No 11 :- Providing and laying in situ M-25 ordinary cement concrete of trap metal for Reinforced Cement Concrete. Work including remming, vibrating finishing and curring complete in solid slab etc.</td>
<td>-</td>
<td>-</td>
<td>MORTH 1700, 2304</td>
<td>7577.80 Rupees Seven Thousand Five Hundred Seventy Seven and Paise Eighty Only</td>
<td>One Cubic Meter</td>
<td>204903.71</td>
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<tr>
<td>0.14</td>
<td>Item No 12 :- Providing and laying in situ M-20 ordinary cement concrete of trap metal for Reinforced Cement Concrete. Work of ballast walls, kerbs, box returns, etc. including scaffolding centering, formwork, compaction, finishing and currying complete, (Excluding steel bar reinforcement)</td>
<td>-</td>
<td>-</td>
<td>MORTH 1700, 2305, 2304</td>
<td>8177.70 Rupees Eight Thousand One Hundred Seventy Seven and Paise Seventy Only</td>
<td>One Cubic Meter</td>
<td>1144.88</td>
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<tr>
<td>36.00</td>
<td>Item No 13 :- Providing railing of galvanised iron B class 40 millimeter dia pipes with M.S. angle post as 100 X 100 X 6 mm as per details drawings including scaffolding and painting Two Rows.</td>
<td>-</td>
<td>-</td>
<td>MORTH 2703</td>
<td>2382.60 Rupees Two thousand Three Hundred Eighty Two and Paise Sixty Only</td>
<td>One Running Meter</td>
<td>85773.60</td>
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<tr>
<td>1.05</td>
<td>Item No 14 :- Providing expansion joint as per detailed drawing 18 mm thick premoulded bituminous filler.</td>
<td>-</td>
<td>-</td>
<td>MORTH 1700, 2704</td>
<td>1069.00 Rupees One Thousand Sixty Nine and Paise Nil Only</td>
<td>One Square Meter</td>
<td>1122.45</td>
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<tr>
<td>39.88</td>
<td>Item No 15 :- providing and laying in situ M-20 cement concrete of trap metal including compacting finishing, curing and filling in joints with bitumen complete for wearing cours 4 centimeter thick.</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>290.86 Rupees Two Hundred Ninety and Paise Eighty Six only</td>
<td>One Square Meter</td>
<td>11599.50</td>
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<tbody>
<tr>
<td>1.68 Matric Tonne</td>
<td>Item No 16 :- providing and Cutting, bending, Hooking, laying in position and typing H.Y.S.D. steel bar for reinforcement as per detailed drawing for all reinforced Cement Concrete works.</td>
<td>-</td>
<td>-</td>
<td>MORTH 1600</td>
<td>66719.59</td>
<td>Rupees Sixty Six Thousand Seven Hundred Nineteen and Paise Fifty Nine Only</td>
<td>One Metric Tonne</td>
</tr>
<tr>
<td>2.57 Matric Tonne</td>
<td>ii) Sub Structure</td>
<td>-</td>
<td>-</td>
<td>MORTH 1600</td>
<td>66957.95</td>
<td>Rupees Sixy Six Thousand Nine Hundred Fifty Seven and Paise Ninety Five Only</td>
<td>One Metric Tonne</td>
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<tr>
<td>3.09 Matric Tonne</td>
<td>iii) Super Structure</td>
<td>-</td>
<td>-</td>
<td>MORTH 1600</td>
<td>73202.78</td>
<td>Rupees Sevety Three Thousand Two Hundred Two and Paise Seventy Eight Only</td>
<td>One Metric Tonne</td>
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<tr>
<td>12 Number</td>
<td>Item No 17 :- Providing P.V.C. 100 millimeter diameter water spouts as per drawings (length of water spouts 1.00 meter)</td>
<td>-</td>
<td>-</td>
<td>MORTH 2706</td>
<td>173.72</td>
<td>Rupees One Hundred Seventy Three and Paise Seventy Two Only</td>
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Contractor

No. of correction

Executive Engineer
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<td>Words</td>
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<tr>
<td>1</td>
<td>Cubic Meter</td>
<td>Item No 18 :- Providing Laying in situ cement concrete M-10 of trap metal in foundation and bedding including dewatering, compacting and curring (For annular filling)</td>
<td>- - MORTH 1700, 2305</td>
<td>5156.70 Rupees Five Thousand One Hundred Fifty Six and Paise Seventy Only</td>
<td>One Cubic Meter</td>
<td>199925.26</td>
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<tr>
<td>2.00 Cubic Meter</td>
<td>Item No 19 :- Providing laterite rubble filling behind the abutments, returns or wings.</td>
<td>- - MORTH 2304,2505</td>
<td>1069.00 Rupees One Thousand Sixty Nine and Paise Nil Only</td>
<td>One Cubic Meter</td>
<td>2138.00</td>
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Item No 20 :- For Lab Test of Quality Control Cement

| 3 Numbers                              | Basic Test   | - - - | 3000.00 Rupees Three Thousand and Paise Nil only | One Number | 9000.00 |
|                                        | Sand         | - - - | - | One Number | |

| 2 Numbers                              | Fineness     | - - - | 1100.00 Rupees One Thousand One Hundred and Paise Nil only | One Number | 2200.00 |
|                                        | Chloride     | - - - | 650.00 Rupees Six Thousand Fifty and Paise Nil Only | One Number | 650.00 |

Coarse Aggregates

| 3 Numbers                              | W.A.IV,C.V, Sp qnty | - - - | 2100.00 Rupees Two Thousand One Hundred and Paise Nil Only | One Number | 6300.00 |
As e-tender physical submission is not necessary.

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<td>2 Numbers</td>
<td>Water</td>
<td>-</td>
<td>-</td>
<td>2100.00</td>
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<td>4 Numbers</td>
<td>Sieve Analysis</td>
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<tr>
<td>2 Numbers</td>
<td>Fineness</td>
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<td></td>
<td>Trap Stone</td>
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<tr>
<td>3 Numbers</td>
<td>TMT Steel</td>
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<td>3 Numbers</td>
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<td>-</td>
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<tr>
<td>1 Number</td>
<td>Mix Design</td>
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<td>15 Numbers</td>
<td>Cube Test</td>
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11000.00 Rupees Eleven thousand and Paise Nil Only
550.00 Rupees Five Hundred and Paise Fifty Only

Executive Engineer
Public Works Division Kudal
At- Kankavali.

I.e. Rupees Twenty Eight Lakh Ninety Three Thousand Two Hundred Sixteen and Paise Nil Only

Total Rs. 2893215.92
Say Rs. 2893216.00
As e-tender physical submission is not necessary.

Annexure 'A'

QUALITY CONTROL TESTS

(Whichever is applicable)

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<th>Sr.No.</th>
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<td>Masonry Stone.</td>
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<td></td>
<td>ii) Crushing Value.</td>
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<tr>
<td>2</td>
<td>Metal.</td>
<td>i) Crushing Value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Impact Value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Abrasion value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iv) Water Absorption</td>
</tr>
<tr>
<td>3</td>
<td>Bricks.</td>
<td>i) Crushing strength.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Water Absorption.</td>
</tr>
<tr>
<td>4</td>
<td>Manglore Tiles.</td>
<td>i) Breaking load.</td>
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<tr>
<td></td>
<td></td>
<td>ii) Water Absorption.</td>
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<tr>
<td>5</td>
<td>Flooring Tiles.</td>
<td>i) Flexural strength.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Water Absorption.</td>
</tr>
<tr>
<td>7</td>
<td>Cement.</td>
<td>i) Compressive strength.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Initial setting time.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Final setting time.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iv) Specific Gravity.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>v) Soundness.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>vi) Fineness.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>vii) Std. Consistency.</td>
</tr>
<tr>
<td>8</td>
<td>Steel.</td>
<td>i) Weight per meter.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Ultimate Tensile stress.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Yield stress.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iv) Elongation.</td>
</tr>
<tr>
<td>9</td>
<td>Granular.</td>
<td>i) Density of compacted layer.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) C.B.R.</td>
</tr>
<tr>
<td>10</td>
<td>Lime / Cement stabilized soil sub base.</td>
<td>i) Quality of Lime / Cement.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Degree of pulverization.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Lime / Cement content.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iv) CBR or unconfined Compressive Strength test on a set of 3 specimens.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>v) Density of compacted layer.</td>
</tr>
<tr>
<td>11</td>
<td>Water Bound Macadam.</td>
<td>i) Aggregate impact value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Flakiness index &amp; Elongation Index.</td>
</tr>
<tr>
<td>12</td>
<td>Wet Mix Macadam.</td>
<td>i) Impact value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Flakiness index &amp; Elongation Index.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Density of compacted layer.</td>
</tr>
<tr>
<td>13</td>
<td>Prime coat/tack coat/ Fog spray.</td>
<td>i) Quality of Binder.</td>
</tr>
<tr>
<td>14</td>
<td>Seal Coat / Surface Dressing.</td>
<td>i) Quality of Binder.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Impact value / Los Angle’s Abrasion value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Flakiness &amp; Elongation Index.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Water Absorption.</td>
</tr>
<tr>
<td>Sr.No.</td>
<td>Material</td>
<td>Test</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>15</td>
<td>Open graded premix surfacing/Close graded premix surfacing.</td>
<td>i) Quality of binder.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Impact / Abrasion value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Flakiness / Elongation Index.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iv) Water absorption.</td>
</tr>
<tr>
<td>16</td>
<td>Bituminous macadam.</td>
<td>i) Quality of binder.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Impact / Abrasion value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Flakiness / Elongation Index.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iv) Water absorption.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>v) Density of compacted layer.</td>
</tr>
<tr>
<td>17</td>
<td>Bituminous Penetration Macadam, Built up spray Grout.</td>
<td>i) Quality of binder.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Impact / Abrasion value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Flakiness / Elongation Index.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iv) Water absorption.</td>
</tr>
<tr>
<td>18</td>
<td>Dense Bituminous Macadam/ Semidense Bituminous concrete/ Bituminous Concrete</td>
<td>i) Quality of binder.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Impact / Abrasion value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Flakiness / Elongation Index.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iv) Water absorption.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>v) Stability of mix.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>vi) Density of compacted layer.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>vii) Job mix design.</td>
</tr>
<tr>
<td>19</td>
<td>Mastic Asphalt.</td>
<td>i) Quality of binder.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Impact / Abrasion value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Flakiness / Elongation Index.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iv) Water absorption.</td>
</tr>
<tr>
<td>20</td>
<td>Slurry Seal.</td>
<td>i) Quality of binder.</td>
</tr>
<tr>
<td>21</td>
<td>Modified Binder.</td>
<td>i) Softening point.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Penetration at 25 °c &amp; 4 °c.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Elastic Recovery.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iv) Ductility.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>v) Flash point.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>vi) Viscosity.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>vii) Thin film oven test, penetration, softening point, Elastic Recovery of residue, loss on heating.</td>
</tr>
<tr>
<td>22</td>
<td>Thermoplastic Paint.</td>
<td>i) Glass bead contents and grading Analysis.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Reflectance &amp; Yellowness index.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Flowability.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iv) Drying Time.</td>
</tr>
<tr>
<td>23</td>
<td>Interlocking concrete paving block.</td>
<td>i) Compressive strength.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Flexural Test.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Resistance to wear.</td>
</tr>
<tr>
<td>24</td>
<td>Wood work (shutters).</td>
<td>i) End Immersion tests.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) Knife test.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) Glue adhesion test.</td>
</tr>
<tr>
<td>25</td>
<td>Cement Concrete.</td>
<td>i) Mix design.</td>
</tr>
<tr>
<td>26</td>
<td>Asphalt Concrete.</td>
<td>i) Job mix design with all test on basic Material.</td>
</tr>
<tr>
<td>27</td>
<td>Reinforcement steel bars.</td>
<td>i) Tensile strength.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) % Elongation.</td>
</tr>
</tbody>
</table>
As e-tender physical submission is not necessary.

Annexure ‘B’
(Whichever is applicable)

Construction Material Testing & its frequency

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Material</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>CEMENT</td>
<td>Test per 50 M.T. above six tests shall be carried.</td>
</tr>
<tr>
<td></td>
<td>1) Consistency</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2) Initial &amp; Final Setting time</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3) Fineness</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4) Specific Gravity</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5) Soundness</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6) Compressive Strength</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>METAL</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. 1) Sieve Analysis (Gradation) (Concrete Work)</td>
<td>I Test for every day work</td>
</tr>
<tr>
<td></td>
<td>2) Sieve Analysis Red Book Specification</td>
<td>I Test per 100 m³</td>
</tr>
<tr>
<td></td>
<td>3) Sieve Analysis Granular Sub Base (N.H. Work)</td>
<td>I Test per 200 m³</td>
</tr>
<tr>
<td></td>
<td>MOST</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Water absorption</td>
<td>1 Test per 200 m³</td>
</tr>
<tr>
<td></td>
<td>c. Impact (Concrete WBM/BT)</td>
<td>1 Test per 200 m³</td>
</tr>
<tr>
<td></td>
<td>d. Crushing</td>
<td>1 Test per for each source</td>
</tr>
<tr>
<td></td>
<td>e. Abrasion</td>
<td>1 Test per for each source</td>
</tr>
<tr>
<td></td>
<td>f. Flakiness &amp; Elongation index</td>
<td>1 Test per 200 m³</td>
</tr>
<tr>
<td></td>
<td>g. Plasticity Index for blindage used for WBM</td>
<td>1 Test per 25 m³</td>
</tr>
<tr>
<td>3.</td>
<td>SAND</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1) Water Absorption &amp; Specific Gravity</td>
<td>1 Test per for Each Source</td>
</tr>
<tr>
<td></td>
<td>2) Finess Modulus</td>
<td>1 Test per for Each day</td>
</tr>
<tr>
<td></td>
<td>3) Silt Content</td>
<td>1 Test per for Each day work</td>
</tr>
<tr>
<td></td>
<td>4) Bulkage</td>
<td>1 Test per for Each day work</td>
</tr>
<tr>
<td>4.</td>
<td>BRICKS</td>
<td>For each 50000 Nos. bricks Above three test are to be carried out</td>
</tr>
<tr>
<td></td>
<td>1) Water Absorption</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2) Comp Strength</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3) Effloresce</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>FLOORING TILES</td>
<td>For 2000 Nos. of Tiles above three tests are to be carried out</td>
</tr>
<tr>
<td></td>
<td>1) Flexural Strength</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2) Water Absorption</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3) Abrasion</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>MANGLORE TILES</td>
<td>1 Test 6 Tiles per 50000 Nos.</td>
</tr>
<tr>
<td></td>
<td>1) Water Absorption</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2) Breaking Load</td>
<td>2 Test 6 Tiles per 50000 Nos.</td>
</tr>
<tr>
<td>7.</td>
<td>GLAZED TILES</td>
<td>1 Test 6 Tiles per 2000 Nos.</td>
</tr>
<tr>
<td></td>
<td>1) Water Absorption</td>
<td></td>
</tr>
</tbody>
</table>

Contractor            No. of Corrections            Executive Engineer
8. **CONCRETE MIX DESIGN**

<table>
<thead>
<tr>
<th>Concrete Class</th>
<th>Number of Mixes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qty. upto 5 m³</td>
<td>1 Set (3 Nos.)</td>
</tr>
<tr>
<td>6-15 m³</td>
<td>2 Set (3 Nos.)</td>
</tr>
<tr>
<td>16-30 m³</td>
<td>3 Set (3 Nos.)</td>
</tr>
<tr>
<td>31-50 m³</td>
<td>4 Set (3 Nos.)</td>
</tr>
<tr>
<td>Quantity above 51 m³</td>
<td>4 + 1 additional set per 50 m³</td>
</tr>
</tbody>
</table>

9. **MURUM / SOIL FOR EARTH WORK**

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Optimum Dry Density</td>
<td>2 Tests per 3000 m³</td>
</tr>
<tr>
<td>2) C. B. R.</td>
<td>1 Test per 3000 m³</td>
</tr>
<tr>
<td>3) Liquid &amp; Plastic Limit/Plasticity Index</td>
<td>1 Test per 3000 m³</td>
</tr>
<tr>
<td>4) Field Density 100% P.D.</td>
<td>1 Test per 3000 m³</td>
</tr>
<tr>
<td>5) Field Moisture Content</td>
<td>1 Test per 3000 m³</td>
</tr>
</tbody>
</table>

10. **WOOD**

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Moisture Content</td>
<td>1 Test per Source</td>
</tr>
<tr>
<td>2) Density</td>
<td>1 Test per Source</td>
</tr>
</tbody>
</table>

11. **WATER**

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) P.H. Value / For Water and Sand</td>
<td>1 Test per Source</td>
</tr>
<tr>
<td>2) Chloride &amp; Sulphate content</td>
<td>2 Tests per Source</td>
</tr>
</tbody>
</table>

12. **BITUMINOUS MIX**

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Plant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Extraxtion Test</td>
<td>2 Tests per day per plant</td>
</tr>
<tr>
<td>2) Gradation Test</td>
<td>2 Tests per day per plant</td>
</tr>
<tr>
<td>Below test shall be taken before mixing</td>
<td></td>
</tr>
<tr>
<td>3) Gradation</td>
<td></td>
</tr>
<tr>
<td>4) Aggregate impact Value</td>
<td></td>
</tr>
<tr>
<td>5) Flakiness Index &amp; Elongation Index</td>
<td></td>
</tr>
<tr>
<td>6) Water Absorption</td>
<td>One set of 3 sample for each source subsequently when source changes</td>
</tr>
<tr>
<td>7) Marshall stability of Mix</td>
<td>One set of 3 mould for each 400 M.T. of mix per plant of Minimum 2 sets per day per plant</td>
</tr>
<tr>
<td>8) Density of compacted layer</td>
<td>1 test for 250 m²</td>
</tr>
</tbody>
</table>

13. **BITUMEN**

For every lot (10 to 12 M.T.) below 5 test shall be taken

<table>
<thead>
<tr>
<th>Test Description</th>
<th>M.T.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Penetration</td>
<td>2 Tests per lot of 10 to 12 M.T.</td>
</tr>
<tr>
<td>2) Ductility</td>
<td>1 Test per lot of 10 to 12 M.T.</td>
</tr>
<tr>
<td>3) Softening</td>
<td>1 Test per lot of 10 to 12 M.T.</td>
</tr>
<tr>
<td>4) Viscosity</td>
<td>1 Test per lot of 10 to 12 M.T.</td>
</tr>
<tr>
<td>5) Specific Gravity</td>
<td>1 Test per lot of 10 to 12 M.T.</td>
</tr>
</tbody>
</table>

14. **Job Mix Design**

DBM / SDBC / BC

1 Job Mix Design per mix per work per plant for single source of supply

15. **STEEL**

1) Wt per metre

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Diameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Wt per metre</td>
<td>One test for every 5.0 M.T. or partner of for each diametre</td>
</tr>
<tr>
<td>2) Ultimate Tensile Stress</td>
<td></td>
</tr>
<tr>
<td>3) Yeld stress</td>
<td></td>
</tr>
<tr>
<td>4) Elongation</td>
<td></td>
</tr>
</tbody>
</table>
DECLARATION OF THE CONTRACTOR

I/We hereby declare that I/we have made myself / ourselves thoroughly conversant with the local conditions regarding all materials and labour of which I/we have based my/our rates for this tender. The specifications, and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I/we undertake to use only the best materials approved by the Executive Engineer, Public Works Division, Kudal at Kankavali or his duly authorised representative before starting the work and to abide by his decision.

I/We hereby undertake to pay the labourers engaged on the work as per minimum wages Act 1948 applicable to the Zone concerned.

Signature of Contractor
As e-tender physical submission is not necessary.

Dy.E.E.

Contractor                  No. of Corrections                  Executive Engineer

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As e-tender physical submission is not necessary.  

NAME OF WORK: - Construction of Sakav at Phansgaon Mahalaxmi Mandir Baudhawadi Vahal Tal Deogad, Dist- Sindhudurg.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item of work</th>
<th>1st Month</th>
<th>2nd Month</th>
<th>3rd Month</th>
<th>4th Month</th>
<th>5th Month</th>
<th>6th Month</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Foundation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Substructure</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Superstructure</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>Misc. items</td>
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<td></td>
</tr>
</tbody>
</table>
As e-tender physical submission is not necessary.

Dy. E. E.
**DRAWINGS**

**CONTRACT DRAWINGS** :-

The Contract Drawings provided for tendering purpose with the tender documents shall be used as a reference only. Contractor should visualize the nature and type of work contemplated and to ensure that the rates and prices quoted by him in the bill of quantities take due consideration of the complexities of work involved during actual execution / construction as experienced contractors in the field.

The tendered rates / prices for the work shall be deemed to include the cost of preparation, supply and delivery of all necessary drawings, prints, tracings and negatives which the contractor is required to provide in accordance with the contract.

**DOCUMENTATION** :

If so ordered by the Engineer-in-charge, the contractor shall prepare drawings of the work as constructed and shall supply original and three copies to the Engineer who shall verify and certify these drawings.

Final as constructed drawings shall then be prepared by the contractor and supplied in triplicate alongwith a micro-film of the same to Engineer for record and reference purpose at the contractor's cost.
As e-tender physical submission is not necessary.

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B L A N K  P A G E